



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

Regular Meeting of the Board of Directors

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

September 08, 2023 at 10:00 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

CITY OF LINCOLN

Dan Karleskint, Chair
Holly Andreatta

COUNTY OF PLACER

Jim Holmes, Vice Chair
Shanti Landon

General Manager and Secretary

George Barber

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 – 08/11/23 Regular Meeting
2. CLOSED SESSION MATTERS: CONVENE TO CLOSED SESSION FOR MATTER(S) LISTED ON THE AGENDA
 - 2.1 **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
3. 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.

 - 3.1 APPROVAL AND AUTHORIZATION TO EXECUTE AGREEMENT FOR LEGAL SERVICES IN CONNECTION WITH THE ISSUANCE AND SALES OF BONDS WITH JONES HALL.
 - 3.2 APPROVAL AND AUTHORIZATION TO EXECUTE AMENDMENT TO REIMBURSEMENT AGREEMENT WITH THE CITY OF LINCOLN.
4. GENERAL MANAGER'S REPORT AND UPDATE – A written and verbal report.
5. OPERATIONS REPORT AND UPDATE – A written and verbal report.
6. APPROVAL AND AUTHORIZATION TO EXECUTE AGREEMENT WITH STANTEC FOR ENGINEERING SERVICES FOR Wastewater Treatment and Reclamation Facility (WWTRF) PHASE I IMPROVEMENTS – Consider approval of design agreement with Stantec Consulting Services, Inc. for engineering services for WWTRF Phase I improvements for an amount not-to-exceed \$xxx,xxx from DATES TO BE INSERTED FROM EX. A BEING DRAFTED, LIKELY SEPT. 8 2023 TO SEPT. 8 2024 OR SOONER IF CONSTRUCTION LIKELY STARTED] and authorizing the General Manager to execute and administer the agreement.
7. RECOMMENDATION AND DIRECTION TO ISSUE A REQUEST FOR PROPOSALS FOR AN OPERATIONS CONTRACT FOR LISWA FACILITIES – Consider approval to issue the draft request for proposals for the operations contract work.
8. LEGAL REPORT – Counsel will provide a verbal report.
9. 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 AGENDA**

Regular Meeting of the Board of Directors
August 11, 2023, at 10:00 a.m.

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 Kevin Bell from Placer County.
- C. ROLL CALL

Dan Karleskint, Chair
Jim Holmes, Vice Chair
Holly Andreatta, 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 – 07/14/23 Regular 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 – Phase I Improvement discussion, RFQ for MFA, conservation easement, PGE Loan, Billing, Draft RFQ for operations. A written and verbal report.
- 4. OPERATIONS REPORT AND UPDATE - A written and verbal report was provided by Gary Hengst, Chief Operator, Board questions were answered as he discussed some maintenance projects operations.
- 5. RECOMMENDATION AND CONSIDERATION OF PHASE I IMPROVEMENTS TO THE WASTEWATER TREATMENT AND RECLAMATION PLANT – Consider approval of the recommendation from the Technical Advisory Group for components to include in Phase I Improvements. – After discussion about the components recommended by the Technical



Advisory Group, Motion to approve by Director Landon, Second by Director Andreatta, Approved 4-0

6. LEGAL REPORT – Counsel will provide a presentation regarding the Brown Act.

Legal Counsel provided a presentation on the Brown Act, PowerPoint attached to the minutes.

7. DIRECTOR'S COMMENTS – There were no Director's comments.

ADJOURNMENT Meeting was adjourned at 11:08 am

An Overview of the Brown Act

LiSWA's Regular Board Meeting
August 11, 2023

Prepared by: Wes Miliband, General Counsel



aa/r/r

Atkinson, Andelson
Loya, Ruud & Romo

A Professional Law Corporation

Legislative Bodies



- The governing body of a local agency or any other local body created by state or federal statute.
 - Gov. Code § 54952(a)
- Commissions, committees, boards, or other bodies of a local agency, whether permanent or temporary, decision-making or advisory, ***created by resolution or some other formal action*** of a legislative body.
 - Gov. Code § 54952(b)

Notice of Meetings (Agenda)

- Regular Meetings

- An agenda must be **conspicuously posted** at least **72 hours** prior to the time of regular meetings in a location **freely accessible** to members of the public.

Gov. Code, § 54954.2(a)

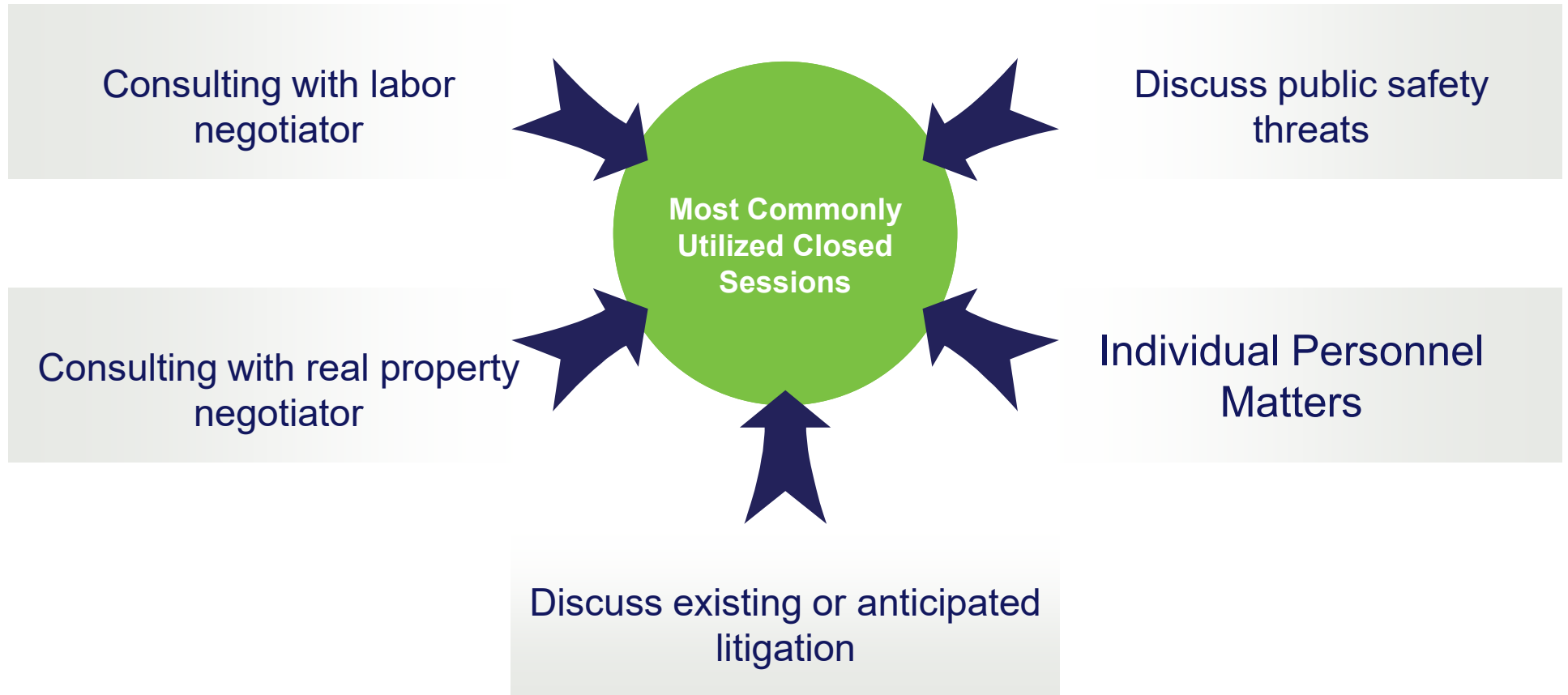
- The Act requires that the agenda contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A “brief general description” of an item generally need not exceed 20 words.



Notice of Meetings (Agenda)

- Special Meetings
 - Notice of a special meeting must be ***mailed or delivered*** to the media ***and posted*** not less than ***24 hours*** in advance of the meeting.
 - Board may ***only*** consider business specified in the notice.
 - No requirement to schedule “general public comment” not related to agenda items.
 - Board ***may meet in closed session*** as part of a special meeting. (Gov. Code, § 54956.)
 - A special meeting may not be called regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of a local agency executive, as defined in Government Code section 3511.1(d).

Closed Session



What is a “Serial Meeting”?



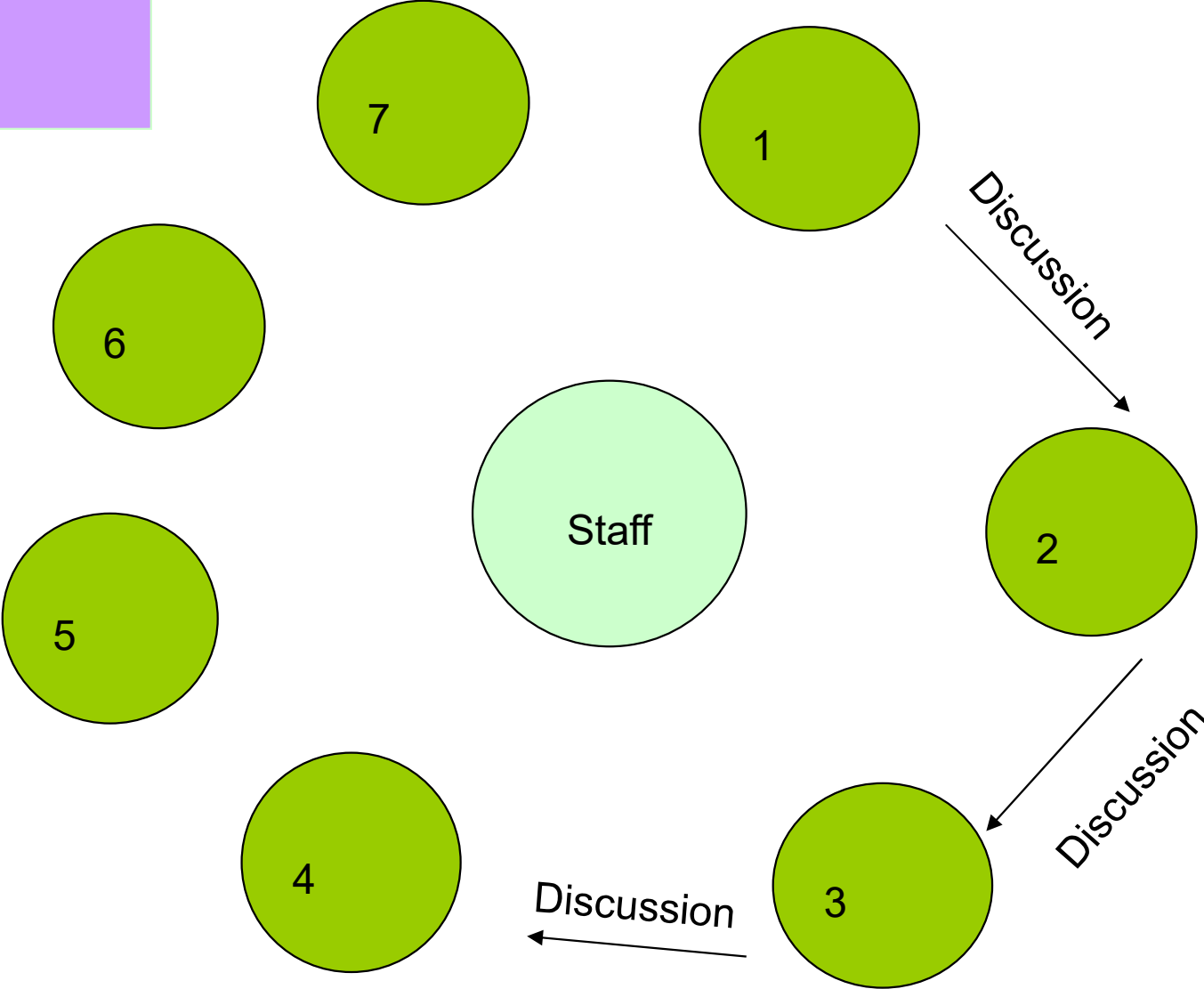
- “A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.”

Gov. Code, § 54952.2(b)(1)

The Problem With Email (Texts, Etc.)

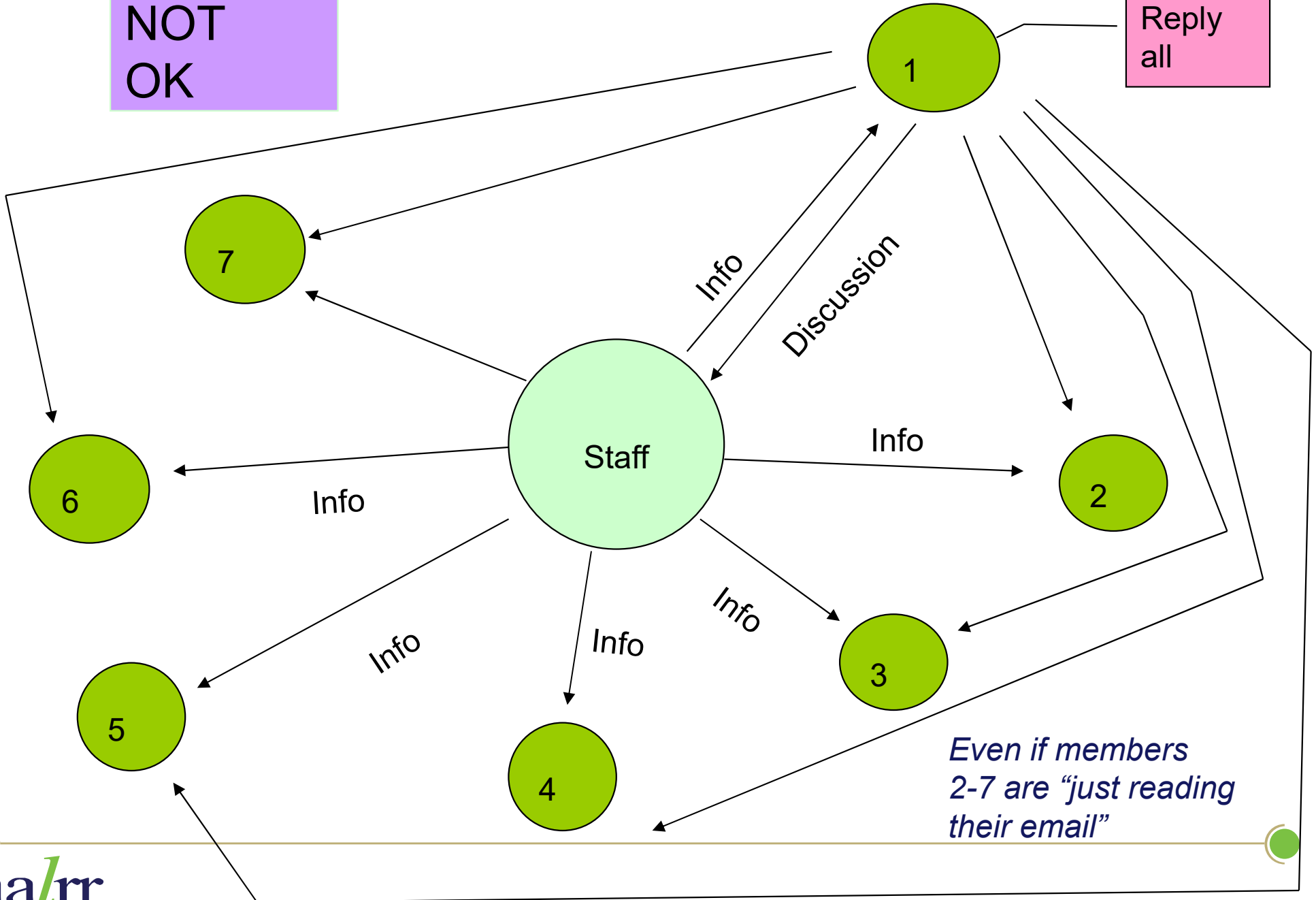
- Ubiquitous and extremely casual form of written communication
 - People write in emails what they many times wouldn't say in person
- Can too easily become part of deliberative process
 - Just by clicking “Reply to All”
 - “The term ‘deliberation’ has been broadly construed to connote ‘not only collective discussion, but the collective acquisition and exchange of facts preliminary to the ultimate decision.’”
 - AG Opinion 00-906 (2001)
- Creates a public record and is discoverable evidence (*even if stored on the official's private device*)

NOT
OK



NOT
OK

Reply
all

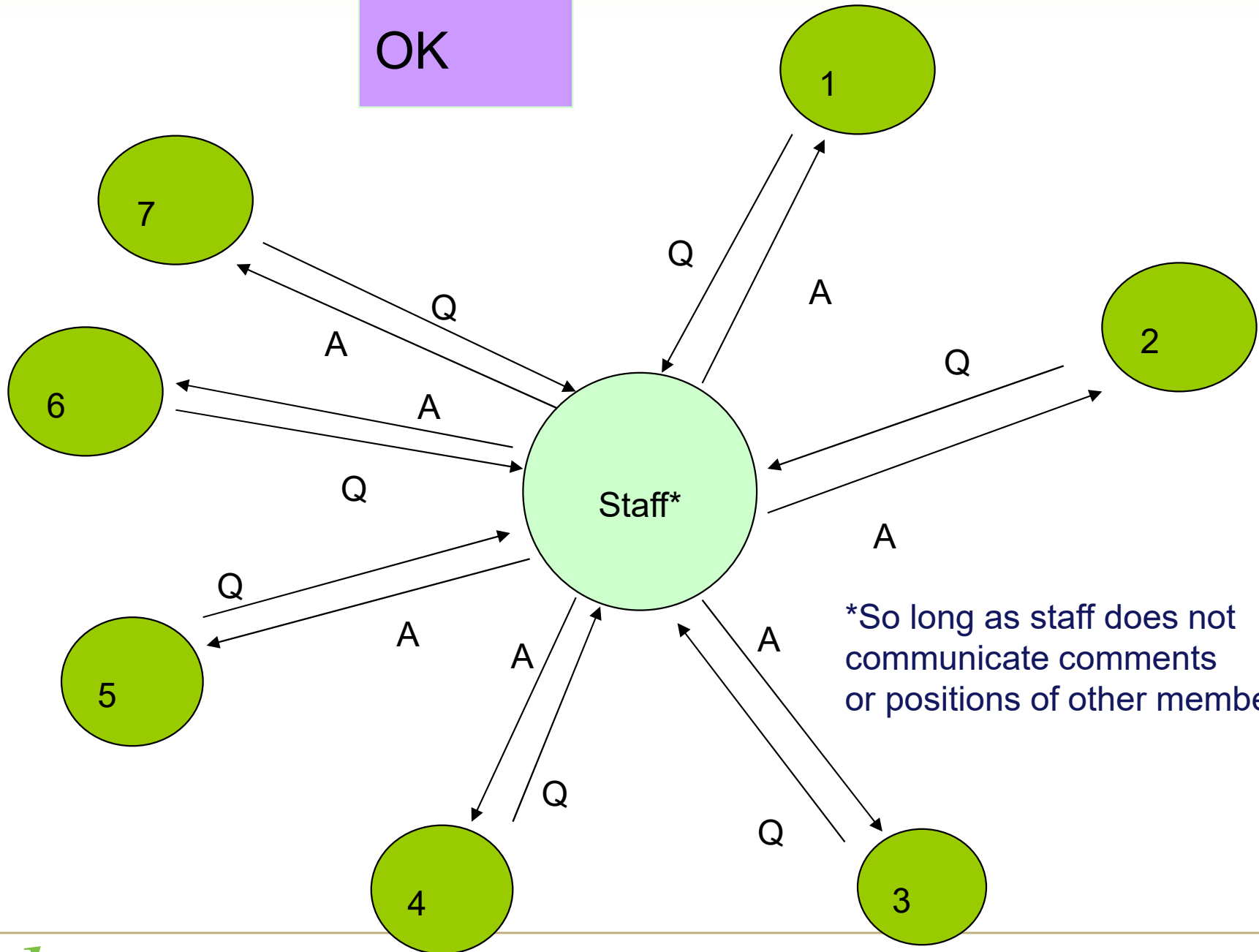


What is Not a “Serial Meeting”?

- An ***employee or official*** of a local agency may engage in ***separate conversations or communications*** outside of a meeting with members of a legislative body in order ***to answer questions or provide information*** regarding a matter within the jurisdiction of the agency, if that person does ***not communicate the comments or position of any other member*** to other members of the legislative body.

Gov. Code, § 54952.2(b)(2)

OK



*So long as staff does not communicate comments or positions of other members

Social Media Use

- AB 992 was signed into law on September 18, 2020 and amended Government Code section 54945.2.
- Certain communications involving a legislative body's members on an internet-based social media platform do not constitute meetings under the Brown Act.
- Under AB 992, a legislative body's members may engage in separate communications on an internet-based social media platform to:
 - “answer questions,”
 - “provide information to the public,” and/or
 - solicit public input on matters within the body's jurisdiction.



Social Media Use - Continued

- A majority of the legislative body **may not** “discuss among themselves” “business of a specific nature” within the body’s jurisdiction,” which encompasses:
 - “comments or use of digital icons that express reactions to communications,”
 - any communications posted or shared on social media between members of the legislative body
 - responses to the same communication on social media such as the use of emojis, the “like” button on Facebook or Instagram, and/or retweeting on Twitter.
- Members also may not directly respond to a social media communication made, posted, or shared by any other member of the same legislative body regarding a matter within a legislative body’s subject matter jurisdiction.



Voting Requirements of LiSWA per the JPA Agreement dated Nov. 30, 2022

7.5 Voting.

7.5.1. All voting power of the Authority will reside in the Board. Directors may not cast proxy or absentee votes. Each Director will have an equal vote.

7.5.2. Quorum. The presence of three directors is required to establish a quorum. The affirmative vote of three directors is required to pass any motion, resolution, or ordinance, except when an action instead requires four votes as described elsewhere in this Agreement or as required by law.

7.5.3. Specific matters. The following matters require four votes for approval:

7.5.3.1. Amendment of this Agreement [must also be approved by all Members' governing bodies];

7.5.3.2. Dissolution of the Authority [must also be approved by all Members' governing bodies];

7.5.3.3. Admission of new members [must also be approved by all Members' governing bodies];

7.5.3.4. Changes to ownership of Authority Facilities;

7.5.3.5. Changes to rate setting and cost of service;

7.5.3.6. Approval of the Authority to take on debt;

7.5.3.7. Changes in EDU calculation methodology;

7.5.3.8. The creation of positions of employment for the Authority;

7.5.3.9. Approval of any employee benefit issuance or change;

7.5.3.10. Selection of any Facility operator.

Voting and Abstentions

- Robert's Rules of Order are commonly used
 - Rosenberg's Rules of Order are an alternative
 - Generally, abstention is a *decision not to vote for or against a potential action*
 - Recusal is broader by removing oneself from the matter such as when a conflict of interest exists
 - In the usual situation, such as when less than a unanimous vote is required, abstention has no effect on the outcome of the vote
 - *However, if abstention causes less than what is required for a vote on a potential action, the abstention will have the same effect as a "no" vote even though not recorded as a "no" vote*

Thank
You

aa/r

Atkinson, Andelson
Loya, Ruud & Romo

A Professional Law Corporation



Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 09/08/23 Regular Board Meeting

Agenda Item #3

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.

3.1 Legal Services Agreement for Bond Counsel with Jones Hall

The Board directed staff to negotiate an agreement with Jones Hall to act as bond counsel in connection with the issuance and sale of bonds for the financing of the WWTRF improvements.

The proposed agreement is attached for review.

Action Requested:

“Approval of the agreement with Jones Hall for bond counsel services and authorize the General Manager to execute.”

3.2 Amendment to Reimbursement Agreement with City of Lincoln

The City of Lincoln provides IT services to LiSWA at the treatment plant as well as support for the Board meetings. In addition to these services, there may be times in the future where some assistance from Public Works may be the best course of action and used.

The proposed agreement is attached for review.

Action Requested:

“Approval of the amendment to the agreement with the City of Lincoln and authorize the General Manager to execute.”

AGREEMENT FOR LEGAL SERVICES

LINCOLN-SMD 1 WASTEWATER AUTHORITY AND JONES HALL, A PROFESSIONAL LAW CORPORATION, FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES IN CONNECTION WITH ISSUANCE OF WASTEWATER REVENUE BONDS

This AGREEMENT FOR LEGAL SERVICES is entered into this 8th day of September 2023, between the LINCOLN-SMD 1 WASTEWATER AUTHORITY (the "Client") and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys").

BACKGROUND:

1. The Client wishes to finance the acquisition and construction of capital improvements to the Client's regional wastewater treatment facilities, including the expansion of the Wastewater Treatment and Reclamation Facility ("WWTRF") in the City of Lincoln (the "Project").
2. The Client has proposed to issue Wastewater Revenue Bonds (the "Bonds") to finance the Project.
3. In order to effectuate the issuance and sale of the Bonds, the Client requires the services of nationally recognized bond counsel and disclosure counsel.

AGREEMENT:

In consideration of the foregoing and the mutual covenants contained in this Agreement, the Client and Attorneys agree as follows:

Section 1. Attorney-Client Relationship. Upon execution of this Agreement, the Client will be Attorney's client, and an attorney-client relationship will exist between Client and Attorneys. Attorneys' services as bond counsel and disclosure counsel are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Attorneys' representation of the Client will not affect, however, our responsibility to render an objective Bond Opinion.

Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the Client.

Section 2. Scope of Engagement as Bond Counsel. Attorneys shall perform all of the following services as bond counsel in connection with the issuance and sale of the Bonds for the purpose of financing the Project:

- a. Consultation and cooperation with Client's staff, agents and consultants, and those of the Client's member agencies namely City of Lincoln (the "City") and Placer County (the "County"; together with the City, the "Members") to assist in the formulation of a coordinated financial and legal issuance of the Bonds.

- b. Preparation of all legal proceedings for the authorization, issuance and delivery of the Bonds; including (a) preparation of a notice of public hearing and resolutions of the governing board of the Client authorizing the issuance and sale of the Bonds and approving related documents and actions, (b) preparation of all financing documents, including an indenture of trust, (c) preparation of all documents required for the closing of the issue, (d) supervising the closing, and (e) preparation of all other proceedings incidental to or in connection with the issuance and sale of the Bonds.
- c. Advising the Client, from the time Attorneys are hired as Bond Counsel until the Bonds are issued, as to compliance with federal tax law as required to ensure that interest on the Bonds is exempt from federal income taxation.
- d. Upon completion of proceedings to Attorneys' satisfaction, providing a legal opinion (the "Bond Opinion") approving the validity and enforceability of the proceedings for the authorization, issuance and delivery of the Bonds, and stating that interest on the Bonds is (a) excluded from gross income for purposes of federal income taxes and (b) exempt from California personal income taxation. The Bond Opinion will be addressed to the Client, and may also be addressed to the underwriter of the Bonds and other participants in the financing.
- e. Review those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, and federal tax law and securities law provisions applicable to the Bonds, as to completeness and accuracy.
- f. Assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
- g. Prepare or modify if needed a debt management and disclosure policy for the Client.
- h. Provide disclosure training to the Client's elected officials and staff.
- i. Such other and further services as are normally performed by bond counsel in connection with similar financings.

Attorneys' Bond Opinion will be delivered by Attorneys on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities, and will represent Attorneys' judgment as to the proper treatment of the Bonds for federal income tax purposes. Attorneys'

opinion is not binding on the Internal Revenue Service (“IRS”) or the courts. Attorneys cannot and will not give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the “Code”), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Client acknowledges that future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Bond Opinion, Attorneys will rely upon the certified proceedings, opinions and other certifications of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the Client with applicable laws relating to the Bonds.

Section 3. Scope of Engagement as Disclosure Counsel. Attorneys shall perform all the following services as disclosure counsel in connection with the issuance and sale of the Bonds for the purpose of financing the Project:

- a. Prepare the Official Statement (both preliminary and final) or other disclosure documents in connection with the offering of the Bonds.
- b. Confer and consult with the officers and administrative staff, agents and consultants of the Client and the Members as to matters relating to the Official Statement.
- c. Attend all meetings of the Client and any administrative meetings at which the Official Statement is to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statement, or when specifically requested by the Client to attend.
- d. On behalf of the Client, prepare the bond purchase contract pursuant to which the Bonds will be sold to the underwriter and a continuing disclosure certificate of the Client to assist the underwriter with complying with Securities and Exchange Commission Rule 15c2-12 (“Rule 15c2-12”).
- e. Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter of Attorneys addressed to the Client and underwriter that, although Attorneys are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and make no representation that Attorneys have independently verified the accuracy, completeness or fairness of any such statements, no facts have come to Attorneys’ attention that cause Attorneys to believe that the Official Statement (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning the Bond Insurance Policy and the Insurer (if any), and information concerning the Depository Trust Company and the book-entry system for the Bonds, contained or incorporated by reference in the Official Statement and the appendices to the Official Statement, which Attorneys will expressly exclude from the scope of this sentence) as of the date of the Official

Statement or the date hereof contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 4. Excluded Services. Our duties in this engagement are limited to those expressly set forth above in Section 2 and Section 3, except as expressly set forth in a written amendment to this Agreement. Among other things, our duties do not include:

- a. Preparing requests for tax rulings from the Internal Revenue Service, or “no-action” letters from the Securities and Exchange Commission.
- b. Preparing blue sky or investment surveys with respect to the Bonds.
- c. Drafting state constitutional or legislative amendments.
- d. Pursuing test cases or other litigation, such as contested validation proceedings, except as set forth above.
- e. Making an investigation or expressing any view as to the creditworthiness of the Client or the Bonds.
- f. After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking under Securities and Exchange Commission Rule 15c2-12.
- g. Representing the Client in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, unless specifically requested to do so by Client, and agreed to by Attorneys, providing continuing advice to the Client or any other party concerning any actions that need to be taken regarding the Bonds; e.g., actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- i. Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the Client may choose as an investment vehicle for the proceeds of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.
- j. Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivative financial products, such as an interest rate swap agreement, that the Client may choose to enter into in connection with the issuance of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.
- k. Addressing any other matter not specifically set forth above that is not

required to render our Bond Opinion.

Although Client may consider Attorneys' advice in making the decision to issue the Bonds (including Client's determination as to the principal amount and other terms of the Bonds), the Client's governing board, with input from the Client's municipal advisor and other professionals, Client staff, and the Client's general counsel, will be solely responsible for any such decision.

Section 5. Conflicts; Prospective Consent.

Attorneys represent many political subdivisions, investment banking firms and financial advisory firms, including the underwriter of the Bonds. It is possible that during the time that Attorneys are representing the Client, one or more of Attorneys' present or future client will have transactions with the Client. It is also possible that Attorneys may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent the Client as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of the Client, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this Agreement will signify the Client's consent to Attorneys' representation of others consistent with the circumstances described in this paragraph. Attorneys will inform Client immediately upon learning of circumstances arising to a potential or actual conflict of interest pursuant to the California Rules of Professional Conduct, with such situation to be addressed according to the California Rules of Professional Conduct.

Section 6. Compensation. For the bond counsel services performed by Attorneys under Section 2 above, the Client will pay Attorneys a fee for each series of bonds based on the following formula:

- 1% of the first \$1,000,000 of bond principal (minimum of \$25,000)
- .5% of the next \$5,000,000 of bond principal
- 0.25% of the next \$15,000,000 of bond principal
- 0.125% of any remaining principal

For the disclosure counsel services performed by Attorneys under Section 3 above, the Client will pay Attorneys a flat fee of forty-five thousand dollars (\$45,000).

In addition, the Client shall pay to Attorneys all direct out-of-pocket expenses for travel outside the State of California (if any), messenger and delivery service, photocopying, closing costs, legal publication expenses and other costs and expenses incurred by Attorneys in connection with their bond counsel services hereunder (including transcript preparation), up to a maximum of one thousand dollars (\$1,000).

Payment of Attorneys' fees and expenses is entirely contingent on the successful issuance of the Bonds, will be due and payable upon the delivery of the Bonds and will be payable solely from the proceeds of the Bonds and from no other funds of the Client, and is due upon the issuance of the Bonds. The fee is not set by law, but is negotiable between Attorneys and Client.

Section 7. Responsibilities of the Client.

(a) General. The Client will cooperate with Attorneys and furnish Attorneys with certified copies of all proceedings taken by the Client, or otherwise deemed necessary by Attorneys to render an opinion upon the validity of the proceedings. During the course of this engagement, Attorneys will rely on the Client to provide Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. Attorneys are not responsible for costs and expenses incurred incidental to the actual issuance and delivery of the Bonds, including the cost of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, and printing and publication costs.

(b) Federal Tax Law-Related Responsibilities. The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. As a condition of Attorneys issuing their opinion, you will be required to make certain representations and covenants to comply with certain restrictions designed to insure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. Attorneys' opinion will assume the accuracy of these representations and compliance with these covenants. Attorneys will not undertake to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. In this regard, Client agrees to familiarize itself with the relevant requirements and restrictions necessary for the Bonds to qualify for exemption from federal income taxation and to exercise due diligence both before and after issuance of the Bonds in complying with these requirements.

Section 8. Termination of Agreement.

(a) Termination by Client. This Agreement may be terminated at any time by the Client with or without cause upon written notice to Attorneys.

(b) Termination by Attorneys. This Agreement may be terminated by Attorneys upon 15 days' written notice to Client if Client fails to follow written legal advice given by Attorneys.

(c) Termination Upon Issuance of Bonds. This Agreement shall terminate upon the issuance of the Bonds.

(d) Consequences of Termination. In the event of termination, all finished and unfinished documents shall at the option of the Client become its property and shall be delivered to the Client by Attorneys.

Section 9. Licenses, Permits, Etc. Attorneys represent and warrant to Client that they have all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Attorneys to practice their profession. Attorneys represent and warrant to Client that Attorneys shall, at their 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 Attorneys to practice their profession at the time the services are performed.

Section 10. Insurance. Attorneys shall file with Client concurrently herewith a Certificate of Insurance, in companies acceptable to Client, with a Best's Rating of no less than A:VI, for the coverage shown in Exhibit A. All costs of complying with these insurance requirements shall be included in Attorneys' fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.

Section 11. Licenses, Permits, Etc. Attorneys represent and warrant to Client that they have all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Attorneys to practice their profession. Attorneys represent and warrant to the Client that Attorneys shall, at their 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 Attorneys to practice their profession at the time the services are performed.

Section 12. Hold Harmless and Indemnification. Attorneys are skilled in the professional calling necessary to the services and duties agreed to be performed and the Client rely upon the skills and knowledge of Attorneys. Attorneys shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Attorneys agree to protect, defend, indemnify and hold harmless the Client and its officers, agents and employees, from and against any and all liability, losses, damages, costs and expenses resulting from any professional malpractice or intentional misconduct of Attorneys, their officers, employees, agents or subcontractors in the performance of services under this Agreement.

Section 13. Notice. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

CLIENT:
Lincoln-SMD 1 Wastewater Authority
c/o Office of the City Manager
600 6th Street
Lincoln, CA 95648
Attn: George Barber, General Manager
(530) 378-5240

ATTORNEYS:
Jones Hall, A Professional Law Corp.
475 Sansome Street, Suite 1700
San Francisco, CA 94111
Attn: Christopher K. Lynch
(415) 391-5780

WITH COPIES TO COUNSEL:
Wes Miliband, General Counsel
2151 River Plaza Drive, Suite 300
Sacramento, CA 95833
(916) 923-1200

Section 14. Standard of Performance. Attorneys shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Attorneys is engaged in the geographical area in which Attorneys practice their profession. All products of whatsoever nature which Attorneys delivers to Client pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Attorneys' profession.

Section 15. Personnel.

(a) Attorneys shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Client, in their sole discretion, at any time during the term of this Agreement, desire the removal of any person or persons assigned by Attorneys to perform services pursuant to this Agreement, Attorneys shall remove any such person immediately upon receiving notice from Client of the desire of Client for removal of such person or persons.

(b) Attorneys agree that Chris Lynch will be the lead attorney with respect to Bond Counsel services and Juan Galvan will be the lead attorney with respect to Disclosure Counsel services. Reassignment or substitution of this individual by Attorneys without the prior written consent of Client shall be grounds for cancellation of the Agreement by Client, and payment shall be made only for that work performed by the assigned individuals listed in this Agreement or approved by Client.

Section 16. Non-Discrimination. Attorneys shall not discriminate in their employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Section 17. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California.

Section 18. Entirety of Agreement. This Agreement contains the entire agreement of Client and Attorneys with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

Section 19. Alteration. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties.

Section 20. Records. Attorneys shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to Client, and Client shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to Attorneys until Client are satisfied that work of such value has been rendered pursuant to this Agreement. However, Client shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

Section 21. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of Client, and Attorneys agree to deliver reproducible copies of such documents to Client on completion of the services hereunder. Client agree to indemnify and hold Attorneys harmless from any claim arising out of reuse of the information for other than this Project.

Section 22. Waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a

waiver of any subsequent breach or default by the other party. IN WITNESS WHEREOF, the Client and Attorneys have executed this Agreement as of the date first above written.

LINCOLN-SMD 1 WASTEWATER AUTHORITY

George Barber
General Manager

Approved as to Form:

By _____
Wes Miliband
General Counsel

JONES HALL, A PROFESSIONAL LAW CORPORATION

Christopher K. Lynch
Vice President

By _____
Secretary

**If Attorneys are a corporation, this agreement must be signed by two corporate officers, one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer or other officers to bind the corporation.*

- A. Exhibits
- A. Insurance Requirements

EXHIBIT A

INSURANCE REQUIREMENTS

ATTORNEYS shall file with CLIENT concurrently herewith a Certificate of Insurance, in companies acceptable to CLIENT, with a Best's Rating of no less than A:VII showing.

A. WORKER'S COMPENSATION AND EMPLOYEES LIABILITY INSURANCE

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Attorneys' employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Lincoln-SMD 1 Wastewater Authority".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Lincoln-SMD 1 Wastewater Authority, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the ATTORNEYS.

Attorneys shall require all subcontractors/subconsultants to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the Lincoln-SMD 1 Wastewater Authority upon demand.

B. GENERAL LIABILITY INSURANCE:

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Attorneys, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a. Contractual liability insuring the obligations assumed by Attorneys in this Agreement.
2. One of the following forms is required:
 - a. Comprehensive General Liability;

- b. Commercial General Liability (Occurrence); or
 - c. Commercial General Liability (Claims Made).
3. If Attorneys carry a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
4. If Attorneys carry a Commercial General Liability (Occurrence) policy:
- a. The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - b. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
5. Special Claims Made Policy Form Provisions:

Attorneys shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Lincoln-SMD 1 Wastewater Authority, which consent, if given, shall be subject to the following conditions:

- a. The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- b. The insurance coverage provided by Attorneys shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the Lincoln-SMD 1 Wastewater Authority as noted above. In no cases shall the types of policies be different.

C. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. "The Lincoln-SMD 1 Wastewater Authority, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
2. "The insurance provided by the Attorneys, including any excess liability or umbrella form coverage, is primary coverage to the Lincoln-SMD 1 Wastewater Authority with respect to any insurance or self-insurance programs maintained by the Lincoln-SMD 1 Wastewater Authority and no insurance held or owned by the Lincoln-SMD 1 Wastewater Authority shall be called upon to contribute to a loss."
3. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Lincoln-SMD 1 Wastewater Authority."

D. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

E. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).

If Attorneys sub-contract in support of Attorneys' work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$2,000,000) in aggregate.

The insurance coverage provided by the Attorneys shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

F. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the Lincoln-SMD 1 Wastewater Authority and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The Attorneys shall be responsible for all deductibles in all of the Attorneys' insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be twenty-five thousand dollars (\$25,000), except for the

Professional Liability Insurance deductible which shall be two hundred fifty thousand dollars (\$250,000).

Attorneys' Obligations – Attorneys' indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - Attorneys shall furnish the Lincoln-SMD 1 Wastewater Authority with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Lincoln-SMD 1 Wastewater Authority before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Attorneys' obligation to provide them. The Lincoln-SMD 1 Wastewater Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the Attorneys to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

**FIRST AMENDMENT TO
FUNDING AND REIMBURSEMENT AGREEMENT**

This First Amendment, effective as of September 8, 2023, (“Amendment”), to the Funding and Reimbursement Agreement dated May 12, 2023, is by and between City of Lincoln (“City”) and Lincoln-SMD1 Wastewater Authority (“LiSWA”) (“Agreement”).

WHEREAS, the City and LiSWA desire to amend the Agreement to extend the term of LiSWA’s reimbursement to the City for funding by the City for certain services on an ongoing basis including the use of City staff for information technology support and public works support that are necessary for LiSWA’s operations.

NOW, THEREFORE, in consideration of the foregoing recital, the mutual covenants herein contained and for other good and valuable consideration, the parties hereby agree as follows:

1. Amendment to the Agreement. Effective as of the date hereof:
 - (a) Section 2 (Term and Termination) is amended such that the Agreement shall terminate upon mutual written consent of the parties or with sixty (60) days written notice by the party seeking to terminate all of the services being provided by the City as of the time such notice is given. Partial termination of services without terminating the Agreement may be given upon mutual written consent of the parties or by providing the sixty (60) day written notice set forth above.
2. No Other Changes. Except as expressly stated herein, this Amendment does not amend or otherwise modify any of the terms or conditions of the Agreement, which shall remain in full force and effect pursuant to its terms. Any terms not defined herein shall have the meaning set forth in the Agreement. To the extent applicable, each party hereby represents and warrants that its respective signatory has been and is on the date of this Amendment duly authorized to execute this Amendment.
3. Counterparts. This Amendment may be executed in counterparts and by electronic mail, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, the parties have each caused their duly authorized officers to

[INTENTIONALLY BLANK; SIGNATURE PAGE ON NEXT PAGE]

execute this Agreement effective as of the dates appearing next to their signatures below.

LINCOLN SMD-1 WASTEWATER AUTHORITY

Approved:

Approved as to Form:

By: _____

By: _____

George Barber
General Manager

Wes Miliband
General Counsel

Date: _____

Date: _____

Address for notices to
County:

Lincoln-SMD1 Wastewater
Authority

City Manager's Office
600 6th Street
Lincoln, CA 95648

CITY OF LINCOLN

Approved:

Approved as to Form:

By: _____

By: _____

Sean Scully
City Manager

Kristine Mollenkopf
City Attorney

Date: _____

Date: _____

Address for notices:

City of Lincoln
City Manager's Office
600 6th Street
Lincoln, CA 95648

FUNDING AND REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made as of the 12th day of May 2023 (“Effective Date”), by and between the City of Lincoln, (“City”), a city duly organized and existing under the constitution and laws of the State of California and the Lincoln-SMD1 Wastewater Authority (“LiSWA”), a joint powers authority duly organized under the laws of the State of California. The City and LiSWA may be referred to herein as a “Party” or collectively “Parties.”

RECITALS

WHEREAS, effective December 1, 2022, the Lincoln-SMD-1 Wastewater Authority (“LiSWA”) was formed to take ownership and operational control of the City of Lincoln Wastewater Treatment Plant and related facilities and property (“WWTP”);

WHEREAS, since December 1, 2022, LiSWA has completed various preliminary activities, such as appointing a General Manager and General Counsel, developing an agreement for financial services and general accounting with the County of Placer, amongst other activities to effectuate the LiSWA’s purposes. LiSWA continues to work toward securing general and liability insurance, negotiating an agreement for operation and maintenance of the WWTP, and transferring physical assets and assuming remaining operational expenses including but not limited to utilities, communications, IT, materials purchasing, and the like;

WHEREAS, in order to ensure continuity of services and protection and preservation of the public health, the City has continued to pay the operational costs associated with the WWTP station since December 1, 2022; and

WHEREAS, the LiSWA intends to pay for all operational costs of the WWTP as of December 1, 2022 going forward, including but not limited to operational costs initially paid by the City.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Purpose and Intent of Agreement. The purpose and intent of this Agreement is to memorialize the understanding between the LiSWA and City regarding the LiSWA’s responsibility for operational expenses for WWTP and reimbursement to the City for operational costs incurred and paid by the City from December 21, 2022, going forward until such time that the City no longer pays such costs.

2. Term and Termination. This Agreement shall be effective as of the Effective Date. This Agreement shall terminate when the LiSWA has: (i) assumed by transfer or equivalent action of all accounts, agreements, and other such items

necessarily related to the operational expenses for the WWTP, and (ii) has reimbursed the City for all operational expenses incurred by City on behalf of LiSWA since December 1, 2022.

3. Initial Reimbursement of Operational Expenses. The City shall provide to LiSWA a listing and copies of invoices, or other similar documentation of all operational expenses incurred and paid by City for the WWTP from December 1, 2022, to April 30, 2023. This initial submission for reimbursement shall be provided within 15 days of execution of this Agreement. Upon receipt and after satisfactory review of documentation provided, the LiSWA shall reimburse the City within 45 days of submission for reimbursement.

4. Subsequent Reimbursement of Operational Expenses.

a. Following the initial submission for reimbursement, the City shall provide a monthly listing and copies of invoices or other valid documentation, of all operational expenses incurred and paid for by the City for the WWTP for the previous 30 days. Subsequent reimbursements shall be provided from the City to the LiSWA by the 20th of each month. Upon receipt and after satisfactory review of documentation provided, the LiSWA shall reimburse the City within 45 days of submission for reimbursement.

b. The City shall continue to submit monthly for reimbursements until the expiration of this Agreement or until LiSWA completes the assumption and/or transfer of all operational expenses for the WWTP, whichever occurs first, as set forth above in Section 2.

5. General Provisions

a. Compliance with Other Agreements. Each Party shall comply with all other agreements, if any, made by the Parties in furtherance of this Agreement.

b. Records and Accounts. The City shall provide the LiSWA copies of all invoices or other documentation to properly demonstrate the amount of the reimbursement to the City.

c. Further Assurances. Each party shall adopt, make, execute, and deliver any and all such further resolutions, instruments, and assurances as may be reasonably necessary or appropriate to carry out the purposes and intent of this Agreement.

d. Amendment. This Agreement may be amended only by the written agreement of the Parties.

e. Jurisdiction and Venue. This Agreement shall be deemed to have been executed within the State of California and shall be constructed and governed by the laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in the County of Placer in the State of California.

f. No Third Party Beneficiaries. This Agreement is not intended to and shall

not be construed to create any right on the part of a third party to bring an action to enforce any of its terms.

g. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties relative to the subject matter hereof.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have each caused their duly authorized officers to execute this Agreement effective as of the dates appearing next to their signatures below.

LINCOLN-SMD1 WASTEWATER AUTHORITY


Approved:

By: George M. Barber

George Barber
General Manager

Date: May 17, 2023

Approved as to Form:

By: 

LiSWA Counsel
May 16, 2023

Date: May 16, 2023

Address for notices to County:
Lincoln-SMD1 Wastewater
Authority
City Manager's Office
600 6th Street
Lincoln, CA 95648

CITY OF LINCOLN

Approved:

By: _____

Sean Scully
City Manager

Date: _____

Approved as to Form:

By: _____

City Counsel

Date: _____

Address for notices:
City of Lincoln
City Manager's Office
600 6th Street
Lincoln, CA 95648



Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 09/08/23 Regular Board Meeting

Agenda Item #4

SUBJECT: General Manager's Report

- The main focus is working on the RFQ for the operations contract.
- Continue working with the Treasurer on requests for proposals (RFP) for a Municipal Financial Advisor and a Bond Underwriting firm. The RFP for the Financial Advisor is on the website and active. We expect to bring the recommendation to the Board at the October meeting. The Treasurer, Nita Wracker from the City, and I will review the proposals and agree on a recommendation. The RFP for bond underwriting will come at a later date.
- We worked on the agreement for Bond legal services for your consideration and is on the agenda.
- Received some approval from the California Department of Tax and Fee Administration to facilitate the vehicle transfer, which was delivered to City Hall.
- We continue to work with the County in transitioning the financials to the new fiscal year.
- We are finalizing the documentation of expenses from the LiSWA initial year to apportion them to the City and County as agreed upon.
- My teammate at West Yost is completing training for billing and we will be generating bills soon.
- The transition advisory group was extremely helpful in finalizing the RFQ for the Operations contract.
- Development of a service agreement with the City of Lincoln for both IT services and Public Works is near completion. Wes Miliband is working on the draft agreement or amendment to our existing reimbursement agreement.
- I am in regular communication with Gary about operations.
- The PGE accounts have been transferred and the PGE loan for the Oxidation Ditch Project is being updated for execution. The two PGE accounts that have solar connected will take a little more time to complete the transition.
- The timeline for the Operations RFQ has been adjusted, both in the document and in the tracking information below.

RFQ Development

LiSWA WWTRF Project Phase I

George Barber

7/14/2023

Project start date: 07/14/23

Milestone description	Assigned to	Progress	Start	Days
Project development				
Develop RFQ		100%	7/14/2023	23
Draft RFQ for Board Input		100%	8/11/2023	1
Finalize RFQ		100%	9/1/2024	20
Final RFQ for Board Approval		100%	9/8/2023	1

RFQ Evaluation Period

LiSWA WWTRF Project Phase I

George Barber and Selection Team TBD

Project start date: 11/22/23

Milestone description	Assigned to	Progress	Start	Days
RFQ Response Period				
Issue RFQ		0%	9/18/2023	32
RFQ Response due date			11/22/2023	1
Evaluate RFQ Responses		0%	11/22/2023	30
Selection Committee Meets		0%	1/11/2024	1
Interview Top 2		0%	2/8/2024	2
Update Presented to Board		0%	2/9/2024	1

Contract Finalize & Execute

LiSWA WWTRF Project Phase I

Wes Miliband/ George Barber

Project start date: 02/12/24

Milestone description	Assigned to	Progress	Start	Days
Negotiate and Finalize				
Negotiate Contract		0%	2/12/2024	21
Contract Presented to Board			3/8/2024	1
Crossover Period if Needed		0%	3/8/2024	115

Item	Status	Working with	Notes- Green Complete Yellow New
Current Projects			
Pipelines	In process	Lincoln PW	Psomas and County Surveyor resolving final issues
Vehicles	In process	Lincoln PW	Need Tax-exempt status
Reclaimed Water Cost Study			
Connection Fee Analysis			
Operations RFQ	In process		Draft on Agenda
Phase I Improvements	In process		Engineering Agreement on Agenda
Website	In process		Getting .gov approval
City of Lincoln Admin/IT and Public Works services	In process		On Agenda
Board Compensation Policy	In process		
Procurement Policy	In process		Rough Draft
Investment Policy	In process		
Reserve Policy	In process		
Financial			
Develop and Approve Budget	Completed	Lincoln Finance	Next Fiscal year on Agenda
Develop process for paying bills with Placer County Treasurer/Auditor	Completed	Placer	Payables are being processed and vendors being added
Set Charge per WWTRU	Completed	Lincoln/Placer	Approved
Transfer Funds to County	Completed	Lincoln /Placer	Completed
West Yost Billing approval process	Completed		Approved through County Process
Select Municipal Financial Advisor	Completed		Bond Assistance on Agenda
Obtain Insurance	Completed		Delivery of Information ongoing
Property Transfers			
Wastewater Treatment Plant	Completed	Lincoln Admin/County Counsel	
Conservation Easement	Completed	Lincoln Admin/County Counsel	Agreement executed
Business Property	Completed	Lincoln Admin	Inventory list and Bill of Sale
Equipment	Completed	Lincoln PW	Inventory list and Bill of Sale
Fixtures	Completed	Lincoln PW	Inventory list and Bill of Sale
Supplies	Completed	Lincoln PW	Inventory list and Bill of Sale
Operations Transfers			
Stantec Operations Agreement	Completed	Lincoln Admin	

NPDES Permit	Completed		New Permit requirements in Place
Solar Star Power Purchase Agreement	Completed	Lincoln Admin/County Counsel	
Solar Star Site Lease Agreement	Completed	Lincoln Admin/County Counsel	
Machado Recycled Water Agreement	Completed	Lincoln Admin/County Counsel	
Farm Management of Effluent Disposal Lands Auburn Ravine Ranch	Completed	Lincoln Admin/County Counsel	
Western Placer Waste Management Authority Agreement	Completed	Lincoln Admin/County Counsel	
Radmall Lease	Completed	Lincoln Admin/County Counsel	
Utility Services	Completed	Lincoln Admin	
Alarm systems	Completed	Lincoln Admin/County Counsel	
Ensure proper transfer of SMD1 duties	Completed	Stantec/Placer	
Other			
Logo, Letterhead, etc.	Completed		
Policies and Procedures			
Debt Management Policy	Completed		Approved
Establish WWTRU Policy	Completed	Lincoln/Placer	Approved

August 2023 WWTRF Operations Report

9-8-23

Highlights

- 140.449 Million Gallons (MG) of influent, 184.046 MG sent to reclamation and no flow was sent to Auburn Ravine.
- Inspected and fixed 42" UV Diversion Check Valve (photo 1).
- Added 15 yards of sand to the Tertiary Filters (photo 2).
- Scheduled a plant shutdown to perform maintenance on all transformers and switchgear. A few problems were discovered that will be repaired at a cost of \$45,800 (photo 3).
- Replacement of Clarifier #2 Drive had some unexpected problems but should be complete by September 8th (photo 4).
- Began temperature study of Maturation Ponds to help maximize discharge (photo 5).
- Two of the three AC units failed on the UV Disinfection system. Repairs were made to one of the units so we can run at full capacity. Quotes are coming in to replace all three of the original units. Cost will likely be between \$60,000 and \$70,000.
- Influent Pump 2C replacement has been ordered. PO's for most other Repair and Replacement (R&R) components have either been sent to vendors or work is currently underway.
- Lots of birders came out to see the Stilted Sandpiper which was a first sighting in Placer County's History (photo 6).

Compliance

No compliance issues.

Major Equipment Out of Service						
Equipment	Failure Date	Redundancy	Problem	Solution	Estimated Repair Cost	Estimated Return to Service Date
Influent pump 1B	4/5/2023	1 of 6	Motor winding problem.	Pump is at H&M getting repaired.	\$7,000	9/30/2023
Clarifier #2	N/A	1 of 3	Proactive main bearing replacement	Main bearing and drive replacement in August	\$130,000	9/8/2023
UV AC #3	7/5/2023	1 of 3	Compressor and Coil failure	Replace Original unit with new one.	\$70,000	9/30/2023

Photo 1: 42" Diversion Check Valve repair



Photo 2: Filter sand addition



Photo 3: 12,000 volt switch gear maintenance



Photo 4: Clarifier Drive replacement. Note cat walk suspended from crane.



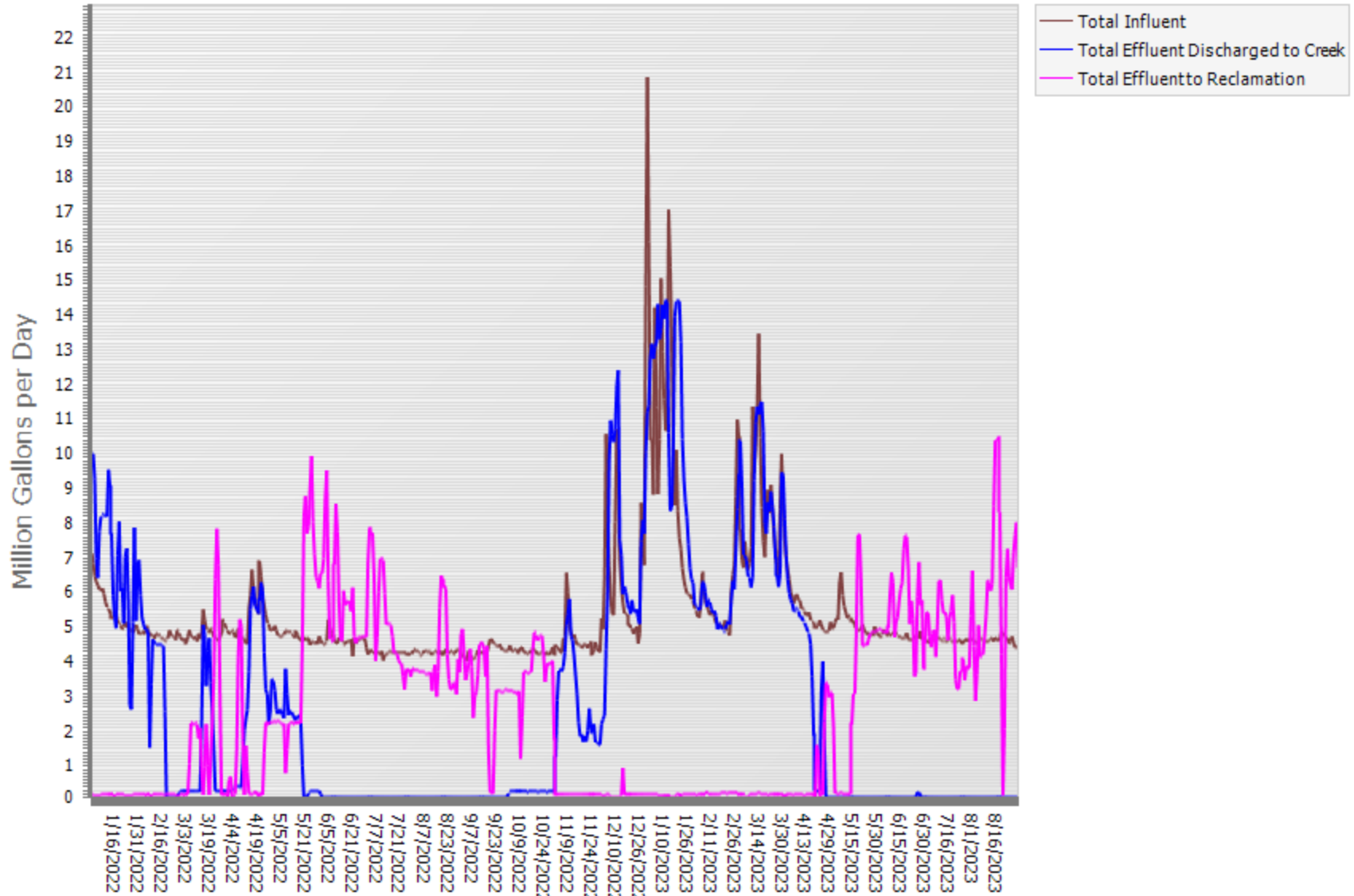
Photo 5: Maturation Pond temperature stratification study



Photo 6: The elusive Stilt Sandpiper spotted in the Tertiary Storage Basins.



Total Treatment Plant Flow





Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 09/08/23 Regular Board Meeting

Agenda Item #6

SUBJECT: Consider approval of agreement with Stantec Consulting Services, Inc. for engineering services for WWTRF Phase I improvements for an amount not to exceed to be provided in the scope and budget exhibit as supplemental information and authorizing the General Manager to execute and administer the agreement.

There are many components to the WWTRF Phase I improvements that have already been designed by Stantec. The most prudent course of action is to contract directly with them to:

- Update the designs
- Complete design of new components
- Complete the Plans, Specifications, and Bid documents
- Provide engineering support through the construction

The attached agreement has been developed in cooperation with Stantec and our legal counsel. The scope and budget attachment will be provided as supplemental information and the amount can be inserted into the motion.

Staff Recommendation:

“Approval of the agreement with Stantec, Inc for engineering services in an amount not to exceed \$ _____ and authorize the General Manager to execute.”

This Agreement is made and entered into effective September 8, 2023 (the "Agreement Date") by and between:

"Client"

Name: Lincoln-SMD1 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: 101 Providence Mine Road, Suite 202, Nevada City, CA 95959-2938
Phone: (530) 913-9197
Representative: Gabe Aronow, P.E., Principal Email: Gabe.Aronow@stantec.com

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

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

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement, which supersedes any and all other agreements with Stantec related to the Facility. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A" and the related Scope of Services ("Services"), which contains a Not-To-Exceed ("NTE") Contract Price and Term of Agreement as set forth herein and in the Services.

Not later than the seventh day of each month during the course of the Services, Stantec must submit to the Client a written invoice. Each invoice must include line items demonstrating the Services to be compensated. The Client shall pay undisputed invoices within thirty (30) days of receipt from Stantec. The Client may, within fifteen (15) days of receipt of a payment request from Stantec, reasonably request additional information and supporting documentation, in which case the Client's time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes Stantec to submit such information and/or documentation.

In the event any invoice seeks reimbursement of expenses, any such reimbursement shall be for the reasonable, actual costs incurred by Stantec, without markup for profit, overhead, or other purposes, except that subconsultant/subcontractor invoices will be subject to a 10% markup. The Client shall reimburse Stantec only for expenses incurred in connection with the performance of the Services as the Client in its sole discretion may agree, but only if the reimbursement is approved in writing by the Client before Stantec incurs the expense. Without limiting the foregoing, because the compensation payable to Stantec is intended to be all-inclusive, in no event shall the Client reimburse Stantec for any of the following: (i) home-office overhead or personnel costs; (ii) expenses of overtime work requiring higher than regular rates; or (iii) costs of any additional insurance coverage or limits in excess of that normally carried by Stantec or any of its subconsultants providing services in connection with this Agreement.

REPRESENTATIVES: Each Party shall designate in the space provided above a representative who is authorized to act on behalf of that Party for day-to-day decisions and to receive notices under this Agreement, subject to applicable law and so long as such decisions by the representative LISWA makes day-to-day decisions without modifying the terms of the Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each Party. All notices required by this Agreement to be given by either Party shall be deemed to be properly given and received within two (2) business days if made in writing to the other Party by certified mail or email, addressed to the regular business address of such Party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled

to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, but subject to approval by the Client's Board of Directors ("Board"), the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services. Notwithstanding the foregoing, Stantec acknowledges that some decisions may require approval by Client's Board and, therefore, Stantec will use reasonable efforts to provide the Client with adequate time to seek approval from its Board before a decision must be made.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control.

Notwithstanding anything to the contrary, Stantec shall be responsible for complying with the City of Lincoln's cyber security policies for any Services and/or the Project or Facility. Such responsibilities should include, but not be limited to, limiting requests for and acceptance of sensitive information, confirming the sender of any electronic document before opening attachments or clicking on links, and the use of complex passwords. All responsibilities contemplated herein shall conform to the best practices in the industry, but shall also comply with any applicable law, regulation, or other legal requirement(s). If any cyber security event occurs, including but not limited to any attack or breach that Stantec becomes aware of, Stantec shall notify the Client, in writing, as soon as is reasonably possible, and Stantec shall notify the Client by calling the Client's General Manager at a phone number as provided by the General Manager to Stantec.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

TERMINATION: Either Party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either Party breaches this Agreement, the non-defaulting Party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, Stantec shall provide the Client with a final invoice. The Client shall pay Stantec for the Services performed to the date of termination as provided in this Agreement. Non-payment by the Client of Stantec's of any invoice within 30 days of Stantec rendering same (unless extended as provided in this Agreement) is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated upon providing a written invoice, and subject to terms and conditions for invoices as is provided in this Agreement, for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days, either Party may, at its option, terminate this agreement upon giving seven (7) days' notice in writing to the Client.

SITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees or subconsultants at the site, shall relieve the Client or any other entity of their obligations, duties, and responsibilities to comply with any health and safety precautions required by any regulatory agencies. Stantec and its personnel have no authority to exercise any control over Client, any independent contractor of Client or any other entity or their employees in connection with their work or any health or safety precautions. The Client agrees to indemnify Stantec from liability for plant safety except for the safety of personnel employed by Stantec.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services

commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("Laws"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and Laws may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

INDEMNITY: Notwithstanding anything to the contrary, and to the maximum extent authorized by law, Stantec shall indemnify and hold-harmless the Client, the Client's Board and each member thereof, and the Client's other officers, employees, consultants and agents (collectively, not including the Client, the "Client Agents"), and each of them, from and against any and all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, reasonable attorney's fees, expenses, and other liabilities of any nature arising from or directly or indirectly relating to: (1) the negligent performance of the Services by Stantec, any subconsultant, or anyone working under or for Stantec or any subconsultant; (2) negligence, recklessness, or willful misconduct by Stantec, any subconsultant, or anyone working under or for Stantec or any subconsultant; and/or (3) the breach of this Agreement by Stantec, any subconsultant, or anyone working under or for Stantec or any subconsultant. Any defense of the Client and/or Client Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the Client, but selected and retained by Stantec at its sole cost. Stantec's obligations under the indemnity provisions of this Agreement shall survive the expiration or termination of this Agreement.

Stantec shall not be obligated under the indemnity provisions of this Agreement to the extent any claim, demand, action, judgment, damage, loss, cost or expense, or other liability results from the active negligence, sole negligence, or willful misconduct of the Client or any Client Agent. In each such event, the Parties shall be responsible and liable on a comparative basis.

Without jeopardizing or compromising any of its rights under this Agreement, or as are available under the law, the Client may settle any claim, demand, action, or other legal proceeding brought against the Client or Client Agents on terms the Client's Board reasonably determines to be a good faith settlement. The Client shall not have any right to settle any claim, demand, action, or other legal proceeding brought against Stantec or any subconsultant. Before settling, the Client shall attempt to obtain Stantec's consent to each such settlement, and Stantec shall not unreasonably deny, delay, or condition its approval. If the Parties cannot agree on the terms for settlement of any dispute, with the result that Stantec does not consent to the settlement, the Client may nonetheless settle the dispute.

Stantec's obligations under the indemnity provisions of this Agreement shall not be deemed to be: (i) conditioned upon, or in any manner limited by, the any insurance coverage maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance proceeds.

Stantec shall require in its agreements with its subconsultants that each subconsultant independently comply with all requirements under the indemnity provisions of this Agreement related to indemnifying and holding-harmless the Client, unless and only to the extent the Client specifically provides otherwise in writing. Stantec shall be responsible for ensuring that its agreements with subconsultants comply with the indemnity provisions of this Agreement.

Notwithstanding anything to the contrary, no person, entity, or party, including but not limited to the Client and the Consultant, shall be allowed to recover attorney's fees that are incurred to enforce or defend this Contract.

WAIVER OF CONSEQUENTIAL DAMAGES: Each Party's liability with respect to any claims arising out of this Agreement shall be limited to direct damages and neither Party shall bear any liability for any consequential loss, injury or damage incurred by the other Party, including but not limited to claims for loss of use, loss of profits and loss of markets.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project or Services are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents

harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

Notwithstanding anything to the contrary, Stantec shall prepare and maintain, using generally-accepted accounting principles, all financial and other records involving this Agreement and the Services, as appropriate or required by law ("Stantec Records"). Under Government Code Section 8546.7, the State Auditor may, for a period of three years following final payment hereunder, review, audit and/or copy the records of the Parties regarding each contract expending public funds in excess of \$10,000. The Client and governmental entities with competent jurisdiction also shall have an independent right under this Agreement, for a period of five years after final payment hereunder, to review, audit, and/or copy the Stantec Records. The Stantec Records shall be available for inspection by the Client, the State, and any governmental entity with competent jurisdiction, at all reasonable times during the five-year period after the final payment under this Agreement. Despite the foregoing, if the Client or any governmental entity commences, but does not complete, an audit within such five-year period, Stantec shall maintain the Stantec Records until the completion of such audit.

INSURANCE: Before commencing any of the Services, Stantec shall procure at its sole cost and expense, and, during all periods as required by this Agreement, shall maintain in effect, the following insurance policies:

(i) **General Liability Insurance.** A commercial general liability insurance policy, written on an "occurrence" basis, providing coverage of at least \$1,000,000 per occurrence for bodily injury, personal injury & property damage ("General Liability Policy"). The General Liability Policy shall include a separate endorsement naming the Client, its Board, officers, agents, and employees as additional insureds. The General Liability Policy shall include coverage for the contractual liability assumed by Stantec under this Agreement.

(ii) **Vehicle Liability Insurance.** A business vehicle liability insurance policy, written on an "occurrence" basis, with a combined single limit of at least \$1,000,000 per accident for bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy shall include coverage for owned, hired, and non-owned automobiles.

(iii) **Workers' Compensation Insurance.** Workers' compensation insurance as required by State law and employer's liability insurance with coverage of at least \$1,000,000. Notwithstanding the insurer rating standards in this Agreement, coverage provided by the State Compensation Insurance Fund satisfies such insurer rating standards.

(iv) **Professional Liability Insurance.** Professional liability insurance with coverage of at least \$1,000,000 ("Professional Liability Policy"), which shall be written on a "claims made" basis.

Except as provided in this Agreement regarding insurance written on a "claims made" basis, the Consultant shall keep the required insurance policies in effect until the date that is one year following final payment to the Consultant under this Agreement.

Professional Liability Insurance. The Professional Liability Policy shall provide coverage for claims arising out of the performance of the Services. If an aggregate limit applies, the aggregate limit in the Professional Liability Policy shall be at least \$2,000,000. Before commencing the Services, and, if applicable, upon replacing the original Professional Liability Policy, Stantec shall give the Client a copy of any applicable claims-reporting requirements. Notwithstanding anything to the contrary: (i) Stantec shall have the Professional Liability Policy in full force and effect before commencing the Services; (ii) each renewal or replacement of the Professional Liability Policy shall have a retroactive date that is before the date Stantec commenced the Scope of Services; and (iii) as a condition to final payment to Stantec under this Agreement, Stantec shall maintain the Professional Liability Policy in full force and effect and applicable to claims arising from the Services, without any gaps in coverage, for a period of at least two years following final payment to Stantec under this Agreement.

If the claims reporting period, as specified in the Professional Liability Policy, terminates before the end of the two-year period following final payment to Stantec, then Stantec, at its cost, shall obtain and provide satisfactory evidence to the Client of: (i) an endorsement extending the claims reporting period to include whatever remains of such two-year period; or (ii) a supplemental extended reporting period (tail) applicable to the Professional Liability Policy as required to provide coverage until the end of such two-year period. Such tail coverage shall be required, for example: (i) if Stantec intends to switch insurance carriers, and the prospective new carrier will not agree to cover claims arising from the Services submitted at any time before the end of the two-year period following final payment to Stantec; (ii) if Stantec's business is to be wound-up or otherwise terminated, whether voluntarily or involuntarily; or (iii) when necessary for any reason to ensure that professional liability insurance applicable to the Services is in effect at all times required by this Agreement.

Insurer Rating Standards. Except as the Client, in its sole discretion, may approve via an advance writing, the insurance policies required by this Agreement shall be issued by one or more insurers licensed to do business in the State of California and having an A.M. Best Company rating of not less than "A-" and a financial size category of at least "X." If any insurance policy is proposed to be issued from an entity, company, or program that is not rated by A.M. Best Company, the use of such insurance policy must be approved in advance, in writing, by the Client before starting the Services.

Additional Insureds. The Client, the Client's Board and each individual member thereof, and the Client's other officers, employees, and agents, shall all be named as additional insureds, to the extent of the Stantec's acts and omissions in connection with this Agreement, on all insurance policies required by this Agreement, excepting the workers' compensation insurance and the Professional Liability Policy.

Waiver of Subrogation. Stantec hereby waives, on behalf of its insurers, any and all rights to subrogation that any such insurer may acquire by virtue of the payment of any loss. Each of the General Liability Policy and the Vehicle Liability Policy shall be endorsed with a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the Client. The policy of workers' compensation insurance shall be endorsed with a waiver of the insurer's rights of subrogation against the Client.

Stantec's Insurance is Primary. To the extent permitted by law, Stantec's insurance policies under this Agreement shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the Client, the Client's Board or individual members thereof, or the Client's other officers, employees, or agents. The General Liability Policy and the Vehicle Liability Policy shall be endorsed to provide that they are so primary and non-contributory.

Deductibles and Self-Insured Retentions. Stantec shall be exclusively responsible for the payment of any deductibles or self-insured retentions for liability insured under this Agreement.

Evidence of Coverage. Before commencing the Services, Stantec shall provide to the Client duly authorized and executed certificates of insurance for the insurance policies required under this Agreement (each a "Certificate of Insurance"), together with a copy of each required endorsement. As applicable, the Certificates of Insurance shall identify all required additional insureds. Not less than thirty (30) days before the expiration of any required insurance policy, Stantec shall provide updated Certificates of Insurance to the Client evidencing the renewal of such policy.

Notice of Change in Policies. Each Certificate of Insurance and corresponding required insurance policy shall expressly require, or be endorsed to require, that the insurer notify the Client not less than thirty (30) days before any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the insurer shall provide such notice not less than ten (10) days before cancellation. Certificates of Insurance or any insurance policy with language to the effect that the insurer shall "endeavor" to provide such notice shall not be acceptable.

Review of Coverage. The Client may request at any time that Stantec provide a complete copy of any insurance policy required under this Agreement, subject to reasonable redaction of confidential information. Stantec shall provide a copy of such policy to the Client within ten days of the Client's request. The Client may review the insurance policies, Certificates of Insurance, and any endorsements to determine compliance under this Agreement. No failure by the Client to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with the requirements hereunder, however, shall relieve Stantec from any of its obligations regarding the insurance-related requirements under this Agreement. Notwithstanding anything to the contrary, any failure by Stantec to comply with insurance-related requirements shall be a material breach by Stantec under this Agreement.

Sub-Consultant Insurance. Stantec shall require that its subconsultants independently comply with all insurance requirements under this Agreement unless the Client approves in writing some different standards or requirements that shall be applicable to any particular subconsultant. Stantec shall require compliance with the insurance requirements of this Agreement in its agreements with its subconsultants, except to the extent the District has approved any different standards or requirements.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting Party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either Party. Nothing herein relieves the Client of its obligation to pay Stantec for services actually rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the Parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the State of California, or elsewhere by mutual written agreement. Nothing herein however prevents Stantec from exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT AND SUCCESSORS: Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer the rights or obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this

Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

WAIVER: A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and executed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived per this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or indulgence of the Party regarding such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

CORRECT LEGAL REQUIREMENTS DEEMED INCLUDED: Each and every provision required by any applicable law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any applicable law is not expressly included herein, or is not correctly included herein, then, upon request of either Party, this Agreement shall be amended to include or incorporate, or to correctly include or incorporate, such provision.

AGREEMENT IS PUBLIC RECORD: Notwithstanding anything to the contrary: (i) nothing in this Agreement shall be deemed to constitute confidential information; and (ii) this Agreement is a public record which the Client may disclose per State of California law or otherwise.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties. Signature pages sent via email shall also constitute original signatures under this Agreement.

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

LINCOLN-SMD1 WASTEWATER AUTHORITY Error! Reference source not found.

Stantec Consulting Services Inc.

George Barber, General Manager
Print Name and Title

Steven L. Beck, Senior Principal
Print Name and Title

Signature _____

Signature _____

Attached to and forming part of the Agreement BETWEEN:

Lincoln-SMD1 Wastewater Authority

- and -

Stantec Consulting Services Inc.

EFFECTIVE: September 1, 2023

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

See attached Scope of Services dated TBD ("Services").

CONTRACT TIME: Commencement Date: September 1, 2023

Estimated Completion Date: December 31, 2026

Contract completion date may be extended in one-year increments if agreed to by and between the Parties in writing.

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Stantec shall be compensated in accordance with the terms included in the Agreement and attached Services in an amount Not-To-Exceed TBD as set forth in the Services and accompanying budget. Notwithstanding anything to the contrary, in the event that this Agreement conflicts with the Scope of Services, the terms of this Agreement shall control. In the event that the Scope of Services contains additional terms not contained in this Agreement, such terms are null and void unless expressly incorporated into this Agreement in the "Additional Conditions" section below.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

None.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Stantec Scope of Services dated TBD.



Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 09/08/23 Regular Board Meeting

Agenda Item #7

SUBJECT: Consider approval to issue the request for proposals for the operations contract for LiSWA facilities.

The Technical Advisory Group provided valuable input into the final document, and I would like to thank them for their time and effort. We took into consideration the comments from the Board at the last meeting and collaborated on how best to implement them.

After consideration of the importance of this effort, I changed the dates and timing of events as shown below:

Activity	Date
Issue RFQ	September 18, 2023
Submit Intent to Attend Pre-Submission Conference by 4:00 PM	October 6, 2023
Mandatory Pre-Submission Conference at 10:00 AM	October 12, 2023
Submit any Questions over Solicitation by 4:00 PM	October 31, 2023
Provide answers to Questions from Contractors by 4:00 PM	November 9, 2023
Receive proposals from Contractors by 4:00 PM	November 22, 2023
Evaluation of submittals complete	January 12, 2024
Interview top candidates	February 8, 2024
Initiate contract negotiations with most qualified Contractor	February 12, 2024
Award contract	March 8, 2024
Contract Start Date	July 1, 2024

The schedule tracking in the General Manager's report has been updated to reflect these changes.

I have put together a team to support me for the Pre-Submission Conference. Jim Mulligan, Kelye McKinney, and Kathryn Gies from West Yost and Angela Frost from the City have blocked out the calendar for the date shown.

If the Board agrees with the Transition Advisory Group's recommendations, the staff recommendation is as follows:

Staff Recommendation:

“Approval to issue the Request for Proposals for the operations contract for LiSWA facilities.”



LiSWA



**Request for Qualifications for the
Operation, Maintenance and Management of
Lincoln-SMD1 Wastewater Treatment and Reclamation Facilities**

September 2023

Request for Qualifications

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REQUEST FOR QUALIFICATIONS
OPERATION, MAINTENANCE AND MANAGEMENT
OF LiSWA WWTRF

Lincoln-SMD1 Wastewater Authority invites qualified Contractors to submit proposals describing their technical and financial qualifications to provide full-service operations, maintenance, and management of wastewater treatment facilities and reclamation water distribution systems. Subject to approval by the Board, the contract term under consideration is for five years with two (2) optional five-year renewals.

Proposals for **Operation, Maintenance, and Management of LiSWA Wastewater Treatment and Reclamation Facilities (WWTRF)** will be received by LiSWA General Manager, Lincoln, CA, by the date and time specified in the table in Section 3.2. The email proposal should include in the subject line: "Proposal for the Operation, Maintenance, and Management of the LiSWA WWTRF."

The LiSWA Wastewater facilities located at, Lincoln, CA are operated in compliance with regulations set forth by the various California regulatory agencies.

The full-service contract operation requires the Contractor to provide all plants operational costs and maintenance staff.

The Contractor will be responsible for:

- All aspects of facility management, operation, and maintenance, and for all costs, including hiring, training, and administering all personnel-related issues.
- Dewatering, hauling, and disposal of screenings and bio-solids.
- Maintaining vehicles and light-duty service trucks to carry on daily operations.
- Operating and maintaining the reclaimed water system owned by LiSWA.
- Maintaining all land, buildings, improvements, and permanent equipment. Equipment maintenance shall be performed by the Contractor in accordance with the manufacturer's recommendations, and the Contractor will be required to provide proof thereof to the satisfaction of LiSWA.
- Meeting all regulatory requirements and for operating, maintaining, and managing the WWTRF in compliance with all other applicable local, state, and federal laws and regulations.
- Laboratory and analytical services shall be included in the scope and associated pricing.
- Maintenance and repair of the WWTRF.

LiSWA will be responsible for:

- Required capital expenditures in excess of \$10,000. This capital expenditure threshold may be subject to further negotiations after selection of top firm(s).
- Utility costs, including electric and water.
- Network, communications and WIFI connectivity

The Contractor will be required to submit an annual budget request for approval that includes all the LiSWA cost items listed above.

LiSWA will conduct a **mandatory** pre-submission conference and tour of the facilities on the date and time specified in the table in Section 3.2. Additional information regarding the mandatory pre-submission conference can be found in Section 3.1.

The information requested is to be organized in accordance with the format outlined in the Request for Qualifications (RFQ) document and is to be bound into one document. Each proposal should respond to all information requested in the RFQ document. A proposal may be rejected by LiSWA if the proposal is not completed in its entirety and/or is not organized as outlined in the RFQ document. Any Proposal received after the time and date specified shall not be considered.

The successful contractor may be considered by the County of Placer to operate the SMD1 wastewater system.

Questions pertaining to this Request for Qualifications must be submitted in writing by email to gbarber@westyost.com by the date and time specified in the table in Section 3.2. LiSWA will not accept nor respond to any non-written verbal questions, with exception to the designated question and answer times during the pre-submission conference. LiSWA makes no assurances that questions asked after the deadline will be answered prior to the submittal deadline, contractors are encouraged to timely submit any and all questions prior to the deadline.

Electronic copies of the Request for Qualifications may be obtained from the LiSWA at no charge. Contact George Barber, General Manager at (530) 378-5240 or email gbarber@westyost.com to obtain an electronic copy of the Request for Qualifications document.

LISWA
George Barber
General Manager

DRAFT

1 Introduction

The LiSWA is issuing this Request for Qualifications to solicit statements of qualifications and technical approach from Contractors capable of providing full-service operations, maintenance, and management of the WWTRF and reclamation distribution facilities as described in this document.

This RFQ, issued in accordance with the provisions of the laws of the State of California, invites qualified Contractors to submit proposals describing their technical and financial qualifications to provide the services described. Subject to approval by LiSWA, the contract term under consideration is for five years with two (2) optional five-year renewals.

Minimum Qualifications

- Five (5) years of contract operations for a municipal owned wastewater treatment plant in California.
- Provide personnel with the minimum certifications for the operation of the WWTRF.
- Hold the appropriate contractor's license(s) from the State of California, including but not limited to a general contractor's license, as necessary to perform the work identified in the scope of work below.
- Five (5) years of experience of operating a wastewater plant larger than 3.0 MGD average dry weather flow.

WWTRF Description

The LiSWA WWTRF consists of several treatment, chemical, and support systems. A summarized description of the main systems is provided here.

Influent Pumping, Headworks, and Odor Control System

The influent pumping system pumps raw unscreened sewage from the City of Lincoln and SMD1, plus plant drains and recycle flows, to the headworks channel. The influent pumping system consists of an influent junction structure and an influent pump station. The Influent Pump Station is divided into an influent flow distribution chamber and two wet wells.

Six pumps are located in the two isolatable wet well chambers—three pumps in each chamber— to accommodate peak flows. One pump will serve as standby for the other pumps. Variable Frequency Drives (VFDs) control the operating speed of the pumps.

Raw sewage from the Influent Pump Station enters the plant headworks, which is the first step in the treatment process. In the headworks, removal of large solids and debris takes place. The headworks includes a total of two 6mm mechanical screens, two washers, and two compactors located in two isolatable headworks channels, along with a bypass channel. Screenings are washed, compacted, and discharged to a dumpster for off-site disposal.

Odorous compounds from the incoming raw wastewater are removed by means of a biofilter system that uses fans located inside the Influent Pump Station and Headworks to remove and treat odors. The influent flow is metered by a Parshall Flume before entering further treatment.

Secondary Treatment

The secondary treatment system uses the activated sludge process and the nitrification/denitrification process. The secondary treatment consists of an oxidation ditch splitter structure, anoxic basins, oxidation ditches, a secondary clarifier splitter structure, secondary clarifiers, a secondary clarifier scum pump station, a secondary clarifier dewatering pump station, return activated sludge (RAS) pump stations, and a waste activated sludge (WAS) metering station.

Mixed liquor from the oxidation ditches flows to the Secondary Clarifier Splitter Structure, which distributes mixed liquor to the secondary clarifiers. The clarified water overflows the secondary clarifier weir and is pumped to the Maturation Ponds. The RAS Pump Stations controls sludge removal. The sludge then flows through the WAS metering station which controls WAS and RAS flow rates. The WAS is sent to the Solids Holding Tank and the RAS is recycled to the process and mixed with the wastewater entering the Oxidation Ditch Splitter Structure.

Maturation Ponds

Maturation Ponds are used to store secondary effluent for an extended period to provide enough hydraulic residence time to allow dilution to reduce peak concentrations of pollutants not removed by the secondary treatment. The Maturation Ponds reduce the concentrations of pathogens present in the water and some nutrient concentrations such as nitrogen and phosphorous. The ponds also act as stabilization basins for fluctuating flows, metals, and other constituent concentrations. The Maturation Ponds system includes an influent pump station, two Maturation Ponds (combined total capacity of 173 million gallons), inlet and outlet structures, and level control structure. The effluent of the Maturation Ponds is discharged through the Maturation Ponds Outlet Structures and sent to the dissolved air floatation system.

Dissolved Air Floatation

The primary purpose of this treatment is to remove algae growth developed during storage in the Maturation or the Tertiary Storage Ponds. The dissolved air floatation (DAF) system includes a splitter box, two thickeners (DAF 1 and DAF 2), pressurized water retention tanks, recirculation pumps, an air supply system, and a float pump station.

The collected floating material from the float/scum trough flows by gravity to the Float Sump Pump Station. This float is sent to the Solids Holding Tank or the Active Solar Dryers for further processing and disposal.

Tertiary Filters

The tertiary filters are sand filters used to remove suspended particles from the effluent of the Maturation Ponds or the DAF system. The tertiary filters include a feed pump station, a rapid mixing chamber, flocculation basins, a filter inlet channel, sand filters, and a mudwell.

Alternatively, the Filter Feed Pump Station may also receive flow directly from the Secondary Clarifiers by opening the gate in the common wall to Maturation Pond Pump Station wet well and by-passing the Maturation Pond pumps. This option is typically not used, as it bypasses the Maturation Ponds.

UV Disinfection

The UV disinfection system includes an influent channel, 5-UV channels, an effluent channel, and lamp cleaning equipment. Flow from the tertiary filters enters the UV influent channel. The disinfected water is discharged to the Filter Clearwell (FCW) which supplies recycled water for the plant water pump station and filter backwashes. Most of the flow travels through the FCW to the Effluent Pump Stations.

Effluent Pumping and Distribution

The effluent pumping and distribution system delivers treated wastewater effluent from the WWTRF to locations which include surface water discharge, reclamation uses and storage. The effluent pumping and distribution facilities include an effluent pump station, a booster pump station for reclaimed water, an outfall, and a network of pipelines.

Tertiary Storage

The Tertiary Storage Basins (TSBs) provide temporary storage of tertiary treated and disinfected wastewater until off-site disposal is feasible or reclaimed water demand exists. The system includes two Tertiary Storage Basins with a combined capacity of 190 million gallons, an inflow/outflow control structure, and return meter vaults.

Solids Handling

The solids handling facilities process and dispose of WAS, algae sludge, and clarifier scum. The solids handling facilities include an aerated solids holding tank, a solids feed pump station, two centrifuges, a polymer feed system, sludge cake pumps (one per centrifuge), and two truck loading bays.

Active Solar Driers are used in combination with geomembrane dewatering tubes to passively capture and dewater the algae from the DAFs. Dewatered solids are hauled by contractors to local landfills and composting facilities. Dried solids average about 18% and about 8000 wet tons annually.

Stormwater System

The stormwater system captures the facility runoff where water quality is questionable or known to be poor. The stormwater system includes the Stormwater Detention Basin (SDB) and correlated stormwater capture, collection, and outlet facilities. Depending on stormwater regulations, captured stormwater can then be diverted to the plant drain, held in the SDB, or allowed to flow off-site to Orchard Creek.

Reclaimed Water System

The reclaimed water delivery system is shown in the graphic below. The system delivers reclaimed water to the City of Lincoln and multiple farming operations. The system includes large pipes, waterway crossings, pumps, and air relief valves.

The Water Facilities for the LiSWA are shown below.



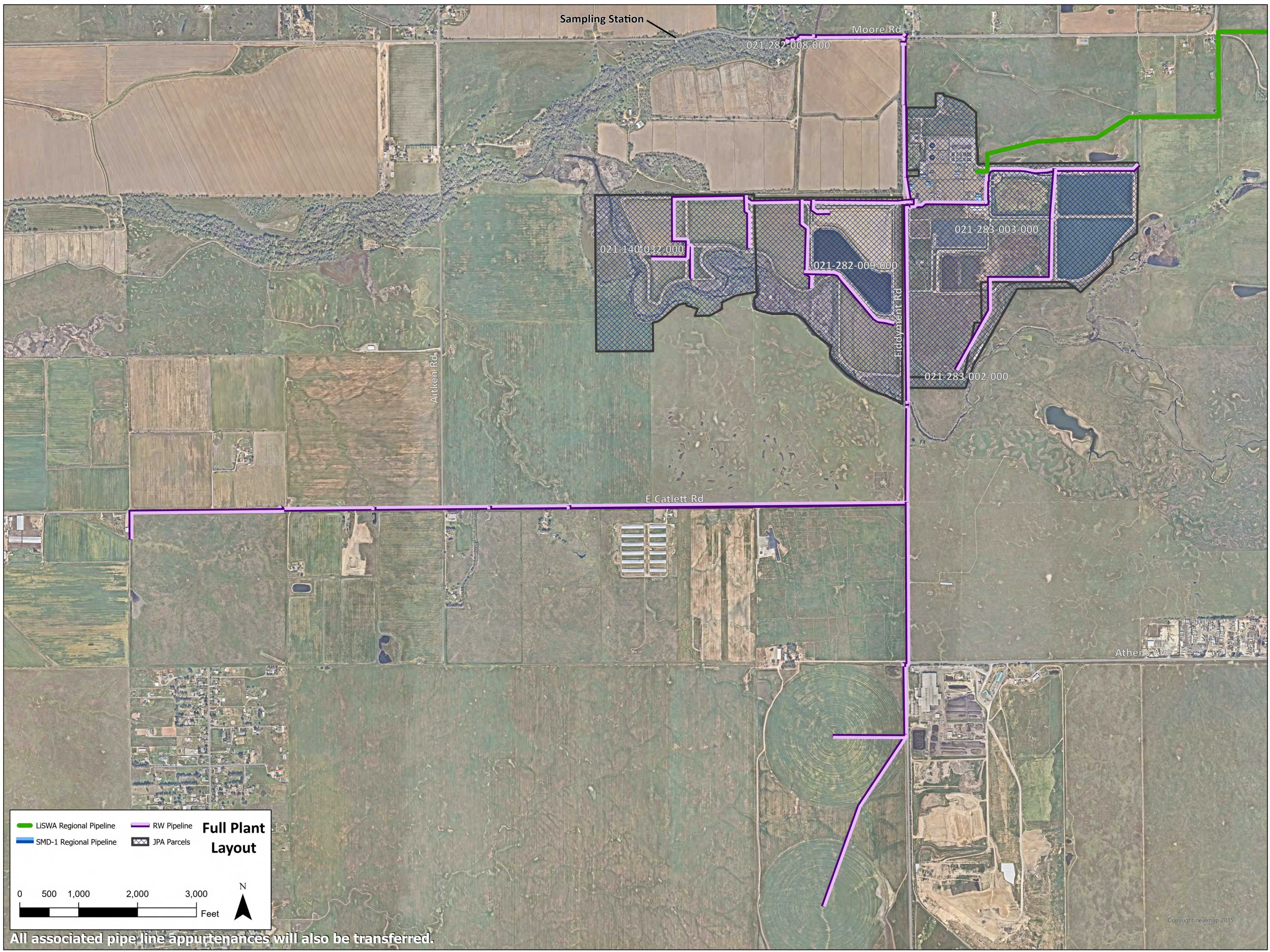
LEGEND NUM	FACILITY DESCRIPTION
1	Headworks
2	Anoxic Basins
3	Oxidation Ditches
4	Anoxic Basins
5	Anoxic Basins
6	Oxidation Ditches
7	Lab/Control Building
8	Secondary Clarifiers
9	RAS/WAS Pump Station
11	Oxidation Ditches
12	Secondary Clarifiers
13	Secondary Clarifiers
14	Solar Layout Area
15	Solids Holding Tank
16	UV Disinfection
19	Solar Dryer (Sludge)
20	Solids Dewatering Building
21	DAFTS
22	DAFTS
23	Tertiary Filters
24	Maturation Ponds
25	Storage Ponds
26	Overflow Storage

WWTRF Existing Infrastructure

- COL
- JPA
- LiSWA Regional Pipeline
- Valves

0 50 100 200 300 400 500 Feet

N



Sampling Station

Moore Rd

021-282-008-000

021-140-032-000

021-282-009-000

021-283-003-000

021-283-002-000

Aitken Rd

Fiddlyment Rd

E Catlett Rd

Athens Ave

Full Plant Layout

- LISWA Regional Pipeline
- SMD-1 Regional Pipeline
- RW Pipeline
- JPA Parcels

0 500 1,000 2,000 3,000 Feet

N

All associated pipe-line appurtenances will also be transferred.



Confluence Point

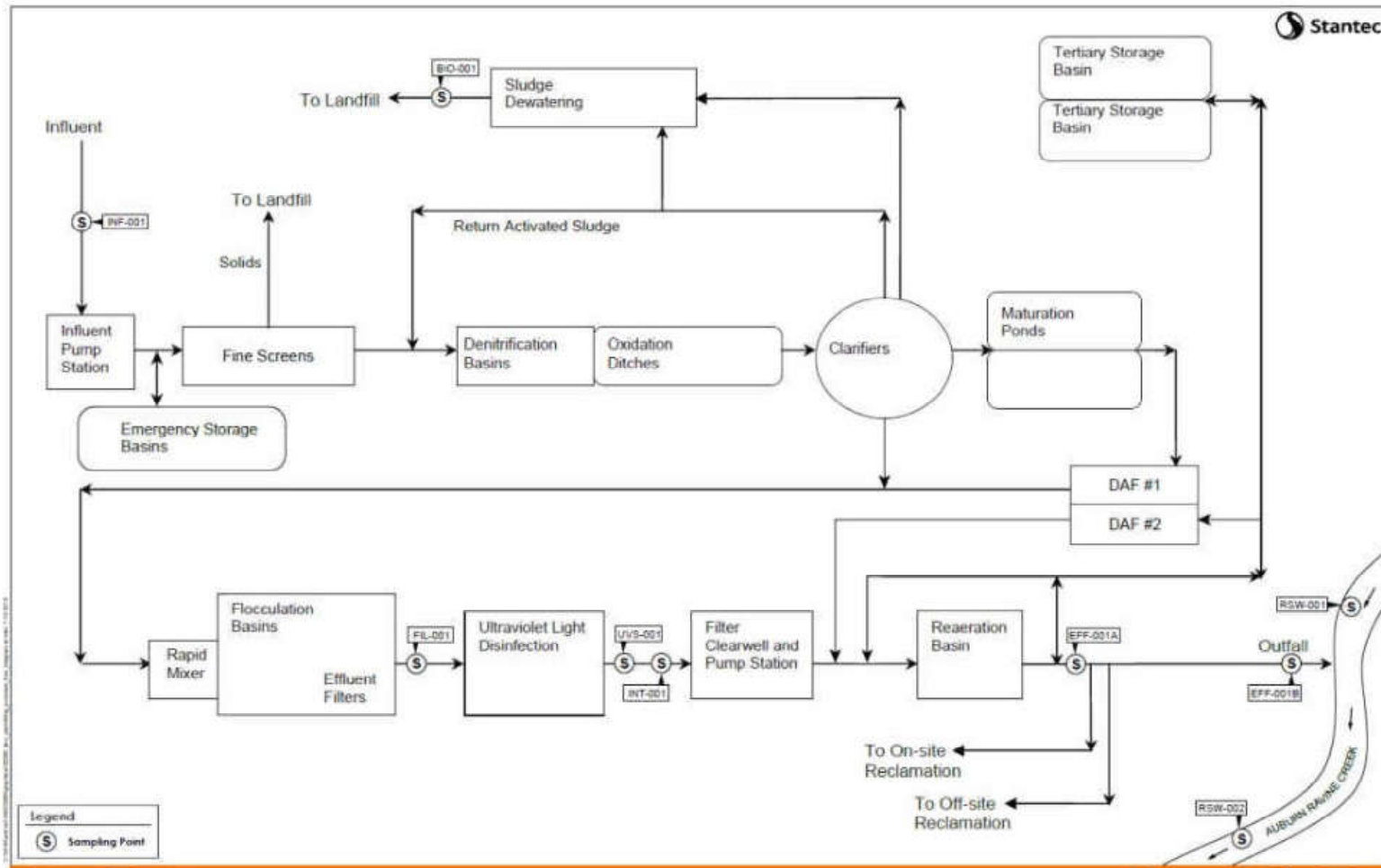
K16020

- Trunk Structures
- JPA
- LiSWA Regional Pipeline
- SMD-1 Regional Pipeline





FLOW SCHEMATIC



1.1. Background and Objectives

The objectives of outsourcing of operations include:

- Managing operations and capital expenses
- Regulatory Compliance, and in the unlikely event, minimization or elimination of permit violations
- Providing technical assistance to address LiSWA's existing assets, future capacity, and regulatory issues
- Optimizing system performance to minimize operational costs
- Providing assistance with long term capital planning
- Providing assistance with services such as Engineering

It is understood that the information contained in the RFQ and the experience, guarantees, and related innovative approaches demonstrated by the Contractor shall be the general basis for the selection of a Contractor for the consideration to provide this scope of services and future facility services. Information submitted to LiSWA by each Contractor shall include:

- Qualifications and Technical Approach
- LiSWA expects to select the most qualified, responsive, resourceful, and experienced Contractor based on the review by LiSWA and its evaluation/selection committee. The Contractor will be selected at the sole discretion of LiSWA based on the review of and scoring of the Contractors' overall submittals.

LiSWA intends to select up to four (4) finalists for a presentation/interview. The finalists will be requested to provide a base bid for the work identified in the scope of work.

Upon selection of the top finalist, LiSWA will immediately begin scope clarifications, draft agreement revisions, and final price negotiations with the selected Contractor. Should the negotiations fail to result in an executed agreement with the selected Contractor, LiSWA may elect to terminate negotiations with the selected Contractor and begin negotiations with the next most preferred Contractor (and so on) or cancel the procurement process.

It is understood that each Contractor interested in providing the services shall evaluate and inspect the facilities and review data that LiSWA has available, including construction plans and specifications, design reports, permits, compliance reports and shop drawings, operating budgets, audit reports, grant proposals and other pertinent data. Arrangements for the inspection and/or copying of the documents shall be coordinated through the General Manager.

1.2. Purpose of Solicitation

In issuing this RFQ, LiSWA is seeking to ensure the optimal operation of the facilities by contracting with a Contractor having the technical and financial resources to perform the required operation, maintenance, and management services. LiSWA's ultimate objectives for the operation of the current and future facilities is to select a contractor who will provide a strong technical support team, operate safely and in compliance with all regulatory requirements, implement sustainable and effective maintenance programs, and provide efficiencies in labor and materials.

Proposals submitted by Contractors in response to this RFQ will be evaluated in accordance with the criteria outlined in Section 5 of this RFQ. A response to this RFQ is mandatory for consideration.

1.3. Overview of Services

LiSWA is seeking qualified Contractors capable of providing operation, maintenance, management, and other related services for the facilities. The Contractor, ultimately selected from the Contractors pursuant to LiSWA's comprehensive procurement process, shall be required to provide various services associated with all or a portion of the facilities. This may include, but not be limited to, provision of:

- 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.

The Contractor will be responsible for satisfying the State of California regulatory requirements and for operating, maintaining, and managing the facilities in compliance with all other applicable local, state, and federal laws and regulations. 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 best practices in these types of facilities nationwide.

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 operation. Contractor shall be liable for all judgments, liabilities, damages, claims, and other costs (including, but not limited to, LiSWA attorney fees) associated with any citizen suits precipitated by violations of the Plant's wastewater discharge permit, caused by Contractor's negligence. Should LiSWA be assessed fines as a result of Contractor negligence in performance of its contractual obligations, Contractor will reimburse LiSWA for such fines.

Contractor is responsible for training of its employees. LiSWA will provide guidance during the transition between current employees and Contractor, as needed.

Each year, the Contractor shall provide a capital budget and an operations and maintenance cost (including chemicals and utilities) budget to be incorporated into LiSWA's budgeting process.

1.3.1 Scope of Work

Contractor will provide qualified staff to Operate, Maintain, and Manage the:

- WWTRF, which includes the treatment and disposal facilities, maintenance facilities and associated equipment.
- Reclaimed water system and other pipelines and property either owned or managed by LiSWA.

1.3.1.0 Operation

Contractor will provide operation of the WWTRF, including the following services:

- Prepare and sign as the "duly authorized representative", the self-monitoring reports required by the Regional Water Quality Control Board (RWQCB).
- Provide on-call staff to handle any after hour callouts to the managed infrastructure.
- Set parameters and control systems to optimize treatment plant process control.
- As necessary, develop and maintain Standard Operating Procedures for equipment and systems.

- Maintain an electronic reporting data base and store all hard copy records for the required five-year minimum period.

1.3.1.1 Maintenance

Contractor will provide maintenance services for the WWTRF, including the following services:

- Schedule, perform, and document preventative maintenance, repairs and new equipment installations using the Computerized Maintenance Management System (CMMS).
- Maintain and replace equipment according to manufacturer recommendations and/or experience to maximize the reliable life of the equipment.
- Keep the CMMS system up to date on a real time, daily and weekly basis.

1.3.1.2 Management

Contractor will provide managerial services for the WWTRF as follows:

- Prepare annual budgets for the operation and maintenance of the WWTRF.
- Provide recommendations and justification for any CIP projects.
- Attend and participate in LiSWA meetings representing the operation of the WWTRF.
- Hire staff as needed to maintain LiSWA approved staffing levels.
- Conduct weekly staff safety meetings.
- Coordinate with reclamation water users and plan effluent storage to meet demand and maintain NPDES permit compliance.
- Review and update as needed or perform the initial development of the following plans and systems for the WWTRF.
 - Safety Program
 - Risk Management Plan
 - Process control procedures
 - Hazardous Materials Business Plan
 - Standard Operating Procedures
 - Spill Prevention Control and Counter Measures Plan
 - Annual budget preparation
 - Hazard Communication Plan including SDS record keeping
 - Regional Board reporting
 - Emergency Response Plan
- Review construction upgrades and expansions of the WWTRF from an operator's perspective.
- Where appropriate, maintain an inventory of parts required to make emergency repairs at the WWTRF.
- Initiate and coordinate emergency repairs with subcontractors. Contractor will not be directly responsible for emergency repairs and restoration. Contractor will not be liable for the work or consequences resulting from the failure of subcontractor work. It is assumed that no flows or loads shall be delivered to the WWTRF facilities beyond the rated reliable capacity of said infrastructure. Flows or loads exceeding design conditions may require extraordinary operational efforts to accommodate and/or may result in permit violations.

1.3.1.3 Engineering Services

Engineering Services shall include support of the LiSWA and operation staff with:

- Preparation of quarterly flow and load reports
- Coordination of minor NPDES and Land Application permit questions/ issues with the Regional Board.
- Assessing minor reclamation regulatory questions, such as proper use and permitting related to dust control, recycled water application off-sets, regulatory notifications, etc.
- 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 require specific scopes and authorization.

1.3.1.4 Employee Requirements

- Contractor's plant manager must have at least ten (10) years of experience in wastewater treatment and surface water treatment including, biological nutrient removal, and water reuse / reclamation, direct expertise with process control and operation such as coagulation, flocculation, sedimentation, filtration, and disinfection, reporting/monitoring, plant and process optimization, equipment and instrument calibration, and possess the minimum State of California wastewater treatment license required for the LiSWA's facilities.
- Contractor must employ full time in-house repair and maintenance personnel with expertise in the areas of:
 - Pumps
 - Valves
 - Instrumentation
 - Variable frequency drives
 - Telemetry and SCADA software systems
 - 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
 - Equipment Calibrations
 - Instrument Calibrations

1.3.1.5 Plans and Reporting

The Contractor is responsible for:

- Influent troubleshooting of process alarms and upsets as necessary
- Daily Log Entries and Activities
- Monitoring Plan
- Monthly Operating Reporting
- Compliance Reporting

- Equipment Calibrations (Pumps, Motors, Chemical Feed, Flow Meters)
- Instrument Calibrations (Online Cl₂, NTU, transducers, etc.)
- Annual Tank Inspections
- Sampling (Daily, Monthly, Quarterly, Semi-annually, Annually) required by regulatory agencies

1.3.2 Insurance

The contractor shall provide necessary insurance for liability coverage for environmental fines and liability as well as any costs resulting from negligent operations that result in plant upsets or equipment failures. The successful proposer shall be responsible for meeting the requirements of LiSWA's NPDES permits.

1.3.3 LiSWA Responsibilities

LiSWA is responsible for:

- Capital repairs/replacements costs exceeding \$10,000.
- Repair and maintenance costs in excess of the \$10,000.00 contract minimum.
- Utility costs, including electric, water, and gas.
- Network and WIFI connectivity.

It is understood that LiSWA cannot list every generally accepted practice that should be associated with a scope of work of this magnitude. As such, LiSWA has an expectation that the selected contractor is capable of performing the necessary scoping items that are reasonable and rational. LiSWA does not expect to receive out of scope change orders because a single specific item was not discussed in this scope.

2 Operation, Maintenance, & Management

2.1. Asset Management Plan

- 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).
- Provide and document all repairs; the total repair amounts shall be approved and budgeted for each fiscal year and based on anticipated needs of the system. This amount shall be remitted to the Contractor as part of the yearly Contract payment. LiSWA-authorized repairs and related expenses above the approved amount will be paid for by LiSWA. Any amount that is remaining at the end of the fiscal year shall be entirely refunded to the LiSWA.
- Calculate and report the flows and loadings for the Plants.
- Responsible to administer all safety programs, inspections, training, safety equipment repair, and preventive maintenance required to comply with OSHA and State of California regulations.
- Prepare all NPDES permit reports and other regulatory permits pertaining to the services in a timely manner to LiSWA, and other appropriate regulatory agencies.
- Bio-solids Management - Contractor shall prepare, implement, monitor, and report information for the Bio-solids Management Plan required by the LiSWA. This can include but is not limited to:
 - 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.
 - Prepare and submit annual bio-solids handling reports. All bio-solids records must be

retained and updated accordingly by successful proposer. The successful proposer shall provide copies of all reports to LiSWA.

- Pay for the outside laboratory cost of analyzing all samples of beneficial use sites.
- Provide LiSWA with updated operations and maintenance standard operating procedures for both treatment and distribution which shall be reviewed and updated annually.
- Provide LiSWA with updated emergency operating plan for the wastewater systems which shall be reviewed and updated annually.
- Be onsite to call-outs 24 hours/day and within 30 minutes of notification.
- Maintain aesthetics of all facilities associated with this RFQ to include but not limited, landscaping, exterior painting, etc.
- Provide access for periodic inspection of all facilities and allow for LiSWA participation in daily staff assignment meetings.
- Operate all processes and facilities in such a manner that odor problems are minimized including odors from grease, scum, and other odor sources.
- Comply with CA and EPA requirements regarding the treatment plants and system operations and maintenance and provide LiSWA with reports and other information regarding potential or actual violations involving the project.
- Comply with regulatory reporting requirements, including directly notify regulatory agencies regarding potential or actual violations.
- Annually provide LiSWA with a Capital Improvement Purchase list for items values greater than \$5,000. The list shall include items necessary for LiSWA facilities and assets.
- Maintain site vehicle cleanliness and appearance to the standard identified by the LiSWA.
- Provide a presentation of O&M services status for LiSWA monthly.
- Coordinate and work with LiSWA to explore alternative delivery methods to implement capital improvements in the most cost-effective manner.
- Make regular, routine purchases of new and replacement equipment, other than capital equipment.
- Cooperate and assist with LiSWA and any consultants and contractors retained by LiSWA for any planning, design, and construction related to the facilities, vehicles or project equipment. Cooperate with LiSWA and any consultants retained by LiSWA for any performance audits of the project and provide access to operational cost information during normal business hours.
- Responsible for rodent and other vector control at all facilities as needed.

2.2. Staffing

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 and repairs on site and conduct ongoing training programs for all personnel to ensure proper operation and maintenance of the all systems.

2.3. Notes

The Contractor will be expected to provide on-site inspections of all components 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. Recommendation for equipment replacement and/or additional maintenance necessary shall be stated in the Weekly Report and included in the Monthly Report to LiSWA.

On a periodic basis, the successful Contractor may also be asked to provide or coordinate out-of-scope services. These services are apart from the base services. LiSWA at its option may award separate task orders for the out-of-scope services. Each task order shall be separately negotiated based upon a fee schedule to be provided by the Contractor.

3 Description of Procurement Process

3.1. Pre-Submission Conference

LiSWA will conduct a **mandatory** pre-submission conference and be available to tour any facilities at the time and date specified in the table in section 3.2. The meeting will be held at the WWTRF, located at 1245 Fiddymment Road, Lincoln, CA 95648.

The purpose of the pre-submission meeting is to answer questions regarding the Request for Qualifications (RFQ) and the form the Technical Approach should take. All Contractors interested in submitting a proposal must contact the General Manager (contact George Barber at gbarber@westyost.com or (530) 378-5240, to indicate their intent to attend the pre-submission conference. Each interested Contractor should ensure that they meet or exceed the Minimum Operational Requirements set forth in this document.

At the meeting there will be a presentation of the project and tour of the WWTRF. There will be multiple question-and-answer sessions, including following the presentation, and throughout the tour at designated locations. The pre-submission conference and tour of the facilities will provide opportunities for verbal question and answer sessions at various designated locations of the tour. Contractor's will be directed to hold questions for specific announced question and answer periods to provide all attendees an equal opportunity to the provided verbal responses. LiSWA does not intend to issue a comprehensive pre-submission conference Q&A summary, and therefore all contractors are encouraged to take detailed notes and/or if a written answer is preferred, formally submit written requests for information prior to the deadline date and time specified in table Section 3.2. **This will be your only opportunity to tour the WWTRF.** A submittal will not be accepted from contractors that did not attend the required meeting.

Copies of materials that may be provided to potential Contractors will include but are not limited to: compliance reports, recent inspection reports, daily operating records, construction plans and other pertinent data.

3.2. Procurement Process and Schedule

A summary procurement schedule of the major activities associated with this solicitation process is presented below. All times listed are in Pacific Standard Time.

Activity	Date
Issue RFQ	September 18, 2023
Submit Intent to Attend Pre-Submission Conference by 4:00 PM	October 6, 2023
Mandatory Pre-Submission Conference at 10:00 AM	October 12, 2023
Submit any Questions over Solicitation by 4:00 PM	October 31, 2023
Provide answers to Questions from Contractors by 4:00 PM	November 9, 2023
Receive proposals from Contractors by 4:00 PM	November 22, 2023
Evaluation of submittals complete	January 12, 2024
Interview top two candidates	February 8, 2024
Initiate contract negotiations with most qualified Contractor	February 12, 2024
Award contract	March 8, 2024
Contract Start Date	July 1, 2024

3.3. LiSWA Rights and Options

LiSWA, at its sole discretion, reserves the following rights:

- To supplement, add to, delete from, and change this solicitation document.
- To determine which Contractor, if any, should be selected for negotiations.
- To reject any or all proposals or information received pursuant to this RFQ.
- To supplement, amend, substitute, or otherwise modify this RFQ at any time.
- To cancel this RFQ with or without the substitution of another RFQ or pre-qualification process.
- To request additional data or information after the submittal date, if such data or information are considered pertinent, in LiSWA's sole view, to aid the review and selection process.
- To conduct investigations with respect to the qualifications and experience of each Contractor.
- To take any action affecting the RFQ or the services or facilities subject to this RFQ that would be in the best interests of LiSWA.
- To require one or more Contractors to supplement, clarify or provide additional information in order for LiSWA to evaluate the RFQs submitted.
- To waive any defect or technicality in any RFQ received.
- To reject any portion of any submittal and/or reject all submittals, to waive any informalities or irregularities in the submittals or to re-advertise.

3.4. Expense of Submittal Preparation

LiSWA accepts no liability for the costs and expenses incurred by the Contractors in responding to this RFQ, preparing responses for clarification, attending interviews, participating in contract development sessions or meetings and presentations required for the contract approval process. Each Contractor that enters the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from LiSWA for the costs and expenses associated with the procurement process.

3.5. Information Disclosure to Third Parties

The public disclosure of the contents of each proposal submitted in response to this RFQ is generally governed by state law. By responding to this RFQ, Contractors waive any challenge to LiSWA's decisions in this regard.

If any submittal contains confidential technical, financial, or other types of information, the Contractor must clearly label the specific portions sought to be kept confidential and specify the exemption that the Contractor is relying upon. Marking all, or substantially all, a response as confidential, may result in the response being considered non-responsive by LiSWA.

Notwithstanding the foregoing, Contractors recognize and agree that LiSWA will not be responsible or liable in any way for any losses that the Contractor may suffer from the disclosure of information or materials to third parties.

3.6. Questions/Clarifications Request

No interpretation or clarification of the meaning of any part of this RFQ will be made orally to any Contractor. Contractors must request such interpretation or clarification in writing from LiSWA.

If any Contractor has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document or otherwise requires clarification, such matters should be submitted in writing by the date and time specified in the table in Section 3.2 to:

George Barber

General Manager LiSWA
600 Sixth Street
Lincoln, CA 95648
Office: (530) 378-5240
Email: gbarber@westyost.com

Only written or emailed contacts will be acknowledged.

All such interpretations, responses to questions/clarifications, and supplemental instructions will be made in the form of written addenda, which will be sent to all recipients of the RFQ and shall become part of this RFQ. Copies of all questions and answers, and any addenda to supplement the RFQ, will be sent by email to Contractors no later than two (2) days prior to the proposal due date. Only formal written responses to properly submitted questions will be binding.

Any Contact with LiSWA officials during the RFQ process must be approved by the General Manager, George Barber. Failure to abide by this criterion will be grounds for disqualification from the selection process.

3.7. Equal Opportunity Requirements

The selected Contractor, in the performance of all services, will not discriminate on the grounds of race, color, religious creed, national origin, age, sex, or handicap in employment practices in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment.

4 Submittal of Proposals

Any Proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the proposer from filing a new Proposal.

4.1. General Instructions and Submittal Deadline

Contractors are requested to submit via email the proposal to:

gbarber@westyost.com

Proposals are due by the date and time specified in the table in Section 3.2. No facsimile copies will be accepted. The email should be clearly labeled "Proposal for the Operation, Maintenance, and Management of the LiSWA WWTRF."

4.2. Qualifications and Technical Approach

The Qualifications and Technical Approach document must provide the following information and be organized into sections that include at least the following:

- Cover Letter
- Qualifications
- Technical Approach of Wastewater Treatment Operations including understanding of water reclamation
- Demonstrate the local presence in the immediate area and support staff that are readily available
- Detailed proactive and preventative maintenance plan for wastewater facilities.
- Detailed asset management plan for wastewater facilities
- Appendices (primarily for supporting financial information)

Narrative pages are to be 8-1/2 x 11 inches, and all materials shall be bound into one document. A clear and

concise presentation of information is encouraged.

Contractors are required to organize the information requested in this RFQ in accordance with the format outlined. Failure of the Contractor to organize the information required by this RFQ as outlined may result in LiSWA, at its sole discretion, disqualifying the Contractor from further consideration.

4.2.1 Cover Letter

The proposal must include a letter of transmittal attesting to its accuracy. The cover letter should provide the name, address, and telephone and email address of the Contractor along with the name, title, address, and telephone and email address of the executive that has the authority to contract with LiSWA.

4.2.2 Qualifications

Contractors shall demonstrate their ability to undertake LiSWA's project by providing the technical qualifications of the Contractor, individual team members, and principal subcontractors, if applicable. LiSWA reserves the right to conduct an independent investigation of the Contractor's technical qualifications by contacting project references, accessing public information, inspecting facilities, or contacting independent parties. Additional information may be requested during the evaluations of technical qualifications. The Contractor shall provide the following information to demonstrate its technical qualifications:

4.2.2.0 Corporate Profile

- Include the full name, tax identification number, main office address, telephone and facsimile numbers, and email addresses of the Contractor and the principal contact person.
- Provide a description of the Contractor or organization (corporation, partnership, joint venture, etc.) that will serve as the contracting party. Include the history and overall organizational structure including relationships with parent companies and subsidiaries, and other relevant background of the Contractor.
- Describe the firm's capabilities to provide full contract operations, maintenance, and management of wastewater treatment facilities, and how many years it has engaged in providing contract operations, maintenance, and management services.
- Identify when the Contractor was organized and, if a corporation, where incorporated.
- If the Contractor is a joint venture, the required information shall be submitted for each member of the joint venture Contractor. The Contractor shall describe the history of the relationships among team members, including a description of past working relationships.
- Provide a description of the circumstances, if any, related to any LiSWA employee, Board member or other officer, employee, or person who is payable in whole or in part from LiSWA that has or had any direct or indirect personal interest in the Contractor.
- The proposal shall also identify which portions of the work, if any, will be subcontracted. If subcontractors are proposed, the proposed contractual relationships between the Contractor and all major partners and subcontractors relative to the project shall be outlined in the proposal. Describe respondent's depth and resources which would also be available for the benefit of LiSWA.

- Demonstration of experience in capital planning aspects of wastewater systems. Identify specific projects where such services are provided and the results of such service.
- Describe any litigation which are pending or have been settled in the last ten years and how they might impact your ability to fulfill your obligations under the LiSWA/contractor contract.
- What is the Company position regarding people treatment and respect for others? Where is it documented? What is the Company position in respect to business ethics? Where is it documented?
- Discuss additional relevant awards and recognitions for quality, business leadership and operations standardization. You may provide a more comprehensive list of awards in other geographic areas as a supplement or appendix to your submittal.

4.2.2.1 Financial Qualifications:

- Provide a summary of the firm's financial stability and strength over the past three years. Submit audited financial statements for the past three (3) fiscal years. The financial statements must include income statements, balance sheets, and statements of cash flow.

4.2.2.2 Relevant O&M Experience and Existing Client Satisfaction:

- Provide information about the Contractor's overall experience with operating wastewater treatment facilities in the United States in similar size to that of LiSWA's WWTRF. Also, describe the average life of your existing contracts with these clients. Summarize the size, duration of relationship, and processes utilized on representative treatment facilities the Contractor operates under a private contract operations and maintenance arrangement in the United States. Define your mix of business between private facilities and municipal facilities with respect to operation. Describe the Contractor's experience in California and capacity to serve communities in the region. Additionally, if applicable, describe Contractor's local presence and ability to provide additional support resources on short notice in emergency or unexpected operating conditions.
- Describe the Contractor's experience with diversified water reuse.
- Provide no more than five (5) relevant project references. Include at a minimum a brief description of the project, length of time that services they been have provided, size of relevant facilities. Identify any claims associated with the project. Provide owner information, contact person, and their current phone number. Pictures of treatment facilities are recommended.
- Describe the Contractor's experience operating plants during capital upgrades and replacements.
- Describe any Contractor operating permit violations for facilities within California in the past 3 years. Include an explanation of the cause(s) and the means/timeframe required to resolve them.
- Provide details about your liability coverage for environmental incidents. Describe specifically how that coverage would apply to the LiSWA projects.

4.2.2.3 Additional Capabilities:

- Detail the Contractor's capability to provide additional resources to assist in

technical troubleshooting and capital planning. Explain how these resources are sourced (i.e., from affiliate companies, subcontractors).

- Detail the Contractor's capability to provide approved operator training/recertification classes for the LiSWA assigned personnel.
- Highlight other capabilities of the Contractor that could be brought to bear on this project.
- Detail the Contractor's capability and approach to communication with LiSWA.
- Detail the Contractor's success in efficiency and optimization for energy and biosolids management.

4.3. Operational Approach

In this section, Contractors will address their approach to operating, maintaining, and managing the Facilities, including:

- Management Team who will be accountable for the project and the technical personnel that will support the project.
- The proposal shall identify individuals for Key Positions or your process to utilizing existing personnel currently employed at the WWTRF. Personnel changes in Key Positions will require LiSWA prior approval. Summarize technical abilities and experience of your proposed plant manager and their immediate supervisor. Provide resumes of key staff that would manage and operate the LiSWA sites and discuss your management plan for overseeing the ongoing operation of the facilities.
- Staffing Plan
- Description of your training and certification programs for operations and maintenance personnel of wastewater systems. Summarize your current percentage of certified operators and provide the certification levels/class. How many of these are certified in California?
- Describe your plan for ongoing recruiting and development of operation and maintenance and operations personnel. Provide your companywide O&M employee turnover rate and average longevity per employee.
- Transition Approach
- Operating Plan, including:
 - Technical understanding of local requirements for managing permit requirements.
 - Technical understanding of water reuse/reclamation methodologies as in applies to treated wastewater effluent.
 - Training program for operators to maintain and upgrade professional licenses.
 - Technical approach to biosolids treatment and dewatering.
 - Technical understanding and plan for managing reclaimed water distribution system.
 - Maintenance and asset management.
 - Provide an example of monthly and yearly reporting applicable to local, state, and federal laws and regulations.
 - Health and safety program. List your Experience Modification Rate (EMR) for each of the last three years for your contract operations organization only. Summarize your Total Incident Rate (TIR) from your OSHA 200 log and the results of any OSHA audits over the last five years for your contract operations and maintenance organization only.
 - Approach and audit method to achieve excellence in environmental performance, including approach to meeting very low permit requirements. Provide any additional details that will assist LiSWA in understanding your approach and commitment to maintaining environmental compliance at the facility. Describe how you maintain competence and current understanding of environmental regulatory statutes.
- Describe your use of any quality management system for optimizing delivery of O&M projects.
- Provide examples of successful programs or ideas your company has implemented at municipal

wastewater treatment facilities you operate and indicate results, including:

- Capital or cost savings/efficiency improvements.
- Examples of pollution prevention or source reduction ideas you initiated.
- Examples of energy and cost saving measure that your company has implemented.
- Discuss your approach to community outreach, including sponsorships, volunteerism, and in-kind services. Provide examples of such service projects.

4.3.1 System Optimization Plan

- Describe plan to optimize functionality, efficiency, and performance of the plant to realize operational cost savings including Bio-solids removal, handling and disposal, electrical cost savings, chemical cost savings and other significant cost saving strategies. Include a discussion on the plan for this work at the start of the contract and throughout the contract term. Include concepts of researching new products and processes, as well as experimentation on adjustments of dosages and operational methods.

4.3.2 Communication Plan

- Describe communications plan to ensure LiSWA written communications are optimally managed, distributed, tracked, stored and monitored such that LiSWA communications provide maximum transparency, effectiveness and efficiency. Describe practices, standard operating procedures, communication techniques, strategies, and any related software applications proposed.

5 Review and Evaluation

Submissions received in response to the RFQ will be evaluated based on the Contractor's:

- Corporate capabilities and ability to perform the proposed services.
- Experience in providing these and/or similar services.
- Financial qualifications
- Technical approach

Each Contractor's submission will be reviewed for completeness and responsiveness to the RFQ requirements. Based on its review and evaluation of the proposals, LiSWA will select a Contractor to begin negotiations based on the Contractor's demonstrated ability to technically and financially perform the services outlined in this document. Specifically, proposals will be evaluated based upon the criteria presented in the subsequent paragraphs.

5.1. Evaluation Criteria

In evaluating the RFQ, LiSWA will utilize the requirements outlined in this section to identify the Contractor best qualified to perform the services.

LiSWA will follow a select procedure that involves the review of all qualified proposals, the evaluation and ranking of proposals, negotiation of fees, and award of contract is based upon our local and state procurement requirements. Contractor selection will be performed by the evaluation committee and will be based on the proposal package requirements and the following criteria.

5.1.1 General Considerations

- Does proposal present all required material in a clear and professional manner?
- Does proposal address all required information?

5.1.2 Firm's Qualifications

- Has the firm been in the business of providing full-service public-private contracts for operation, maintenance, and management of wastewater treatment facilities for at least five (5) years?
- Does the firm have existing full-service public-private contracts for operation, maintenance, and management of wastewater treatment facilities that have been in effect for at least five (5) years?
- Does it have experience working with engineers to modify treatment systems to improve performance?
- Does it have experience in successfully implementing risk management plans?
- Is it able to furnish liability and property damage insurance of not less than \$2,000,000 combined single limits for bodily and/or property damage? Submit evidence of the ability to provide coverage in this amount.
- Is it able to secure a performance bond from a surety licensed in the State of California in an amount equal to the annual contract value? The Contractor shall provide a letter from a surety, indicating the ability to secure this bonding.
- Does the firm have a sound environmental compliance record?

5.1.3 Project Experience

- Has the firm operated treatment facilities in the State of California for at least five (5) years?
- Has it operated facilities that are comparable in size and complexity to LiSWA's facilities?
- Are similar and current projects submitted as examples?
- Does the reference confirm a "job well done"?
- Are references current and accessible?
- Does the LiSWA have a positive experience with the proposer?
- Does Contractor show experience working successfully with public agencies and under the public contracting statutes and requirements?
- Does Contractor show experience with O&M projects in public sector?
- Does the firm show experience operating a Reclaimed Water System?

5.1.4 Proposal Approach

- Is a clear understanding of the project facilities demonstrated throughout?
- Is the approach detailed and comprehensive?
- Are staffing levels consistent with the scope?
- Does the Staffing Plan provide sufficient credentials that meet NPDES permit requirements for Wastewater Operator Certification in Collection, Distribution and Treatment?
- Are all required disciplines represented in the Staffing Plan?
- Have all named key team members had similar experience regarding project scope and magnitude or has presented an adequate staffing retention plan? Does the Contractor have a local presence to support emergency or other additional needs on short notice?
- Is Contractor's overall O&M plan for the project clear and concise?
- Does the approach at a minimum address the following:
 - Indicate the resources available to provide operation maintenance and management services for the sewer system.
 - Indicate the in-house resources and identify resources outside of organization.
 - Delineate a comprehensive Operations Plan including maintenance, QA/QC,

- and required reporting with demonstrated examples.
- Indicate a robust emergency response plan. Does the firm demonstrate experience in successfully implementing emergency response plans including preparing for or responding to emergency situations and in assisting communities to address critical needs in these situations? Does the firm have identified resources among the Contractor's employees in the region who could supplement the efforts of existing on-site staff should the need arise?
- Include a health and safety plan and a strong record of health and safety.
- Includes an approach to meeting and guaranteeing permit compliance? Does the firm demonstrate a strong record of environmental compliance?
- Is the approach responsive to the community and provide enhanced benefits to the community such as a community involvement program?
- Has the Contractor demonstrated a viable approach and experience related to diversified water reuse?
- Does the contractor demonstrate proven capabilities to address performance improvements that may be required or desired by LiSWA?

5.2. Evaluation of Proposals

Each proposal will be reviewed against the terms of this RFQ to determine if the submittal is complete and responsive and how well the Contractor satisfies the evaluation criteria. LiSWA may reject any submittal found to be incomplete, unresponsive, or not in compliance with the format requirements set forth in this RFQ. A submittal may be determined to be unresponsive if any aspect is found to be unacceptable or contrary to the best interests of LiSWA.

LiSWA regards the submission of the technical approach portion of the proposal in response to the RFQ as the most important factor in the selection of a Contractor to provide services for the operation, maintenance, and management of the current scope of services and their capabilities to provide innovative improvements at a future date. LiSWA reserves the right to add to or eliminate any portion of the listed services that are in the best interests of LiSWA. LiSWA reserves the right to reject any all responses to the RFQ and is under no obligation to award a contract.

LiSWA intends to select the most responsive and qualified Contractor and to negotiate the terms of an Agreement, then the price with this Contractor. However, should the negotiation with the most responsive Contractor not produce an acceptable contract arrangement, LiSWA will request the next most responsive Contractor to begin negotiations.

The responsibility for the final selection and negotiation rests solely with LiSWA.

LiSWA shall not be liable to any Contractor for costs associated with responding to the RFQ for the Contractor's participation in any oral interview, or for any costs associated with the negotiations.

RFQ scoring parameters are as follows:

<p>Corporate Profile Qualifications - The Contractor will be evaluated based on the breadth of its capabilities, project organization structure, and years of experience providing similar services in an environmentally sensitive area. The Contractor shall demonstrate that the company, either under its current name or its predecessor, has provided similar operation and maintenance services for a minimum of three (3) years.</p>	<p>7.5%</p>
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<p>Experience & Technical Qualifications - The Contractor's experience will be evaluated based upon its past history (such as the number of projects and PLANTS sizes) of successfully providing operations and maintenance services for similar facilities. The response will be evaluated based on the number of similar facilities operated and maintained under similar scenarios, and the number of contracts, duration of the contracts, and size of the facilities serviced. References will be contacted in order to verify satisfactory performance on other similar projects. Additional capabilities and depth of resources available to support the LiSWA will also be evaluated.</p>	<p>30%</p>
<p>Financial Qualifications - Financial information will be evaluated to determine the overall capacity of the Contractor to carry out the contractual commitments for the requested services. At a minimum, the Contractor must demonstrate tangible net worth, in each of the past three (3) years, of at least \$3 million. The Contractor also will be evaluated based upon its ability to secure a performance bond in the amount of the annual service fee to provide services in accordance with the agreement. The Contractor shall demonstrate that the company, or any affiliate of the company, has never filed for bankruptcy.</p>	<p>7.5%</p>
<p>Operational Approach - The Contractor will be evaluated based upon the capability and experience of the proposed management team in operation, maintenance, and supervisory positions for projects of a similar nature. Contractor shall also demonstrate its understanding of the facilities and that it possesses technical resources knowledgeable of key issues related to the facilities such as process control, laboratory QA/QC, biosolids management, system maintenance, and capital improvement planning. The contractor will provide evidence of a comprehensive approach to its Operations Plans based on relevant experience at similar facilities.</p>	<p>35%</p>
<p>Communication and Transparency Approach - The Contractor will be evaluated based upon the proposed and demonstrated communication and transparency approach presented in the proposal.</p>	<p>10%</p>
<p>Efficiency and Optimization Approach - The Contractor will be evaluated based upon the proposed and demonstrated optimization in the areas of energy consumption and biosolid management.</p>	<p>10%</p>
<p>TOTAL</p>	<p>100%</p>