



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

Special Meeting of the Board of Directors

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

January 12, 2024, at 10:15 a.m.

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

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

Board of Directors

COUNTY OF PLACER

Jim Holmes, Chair
Shanti Landon

CITY OF LINCOLN

Holly Andreatta, Vice Chair
Dan Karleskint

General Manager and Secretary

George Barber

Legal Counsel

Wes Miliband

PRELIMINARY MATTERS

- A. CALL TO ORDER
- B. ROLL CALL
- C. 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. CONSIDER APPROVAL TO AUTHORIZE A BUDGET AMENDMENT TO THE STANTEC AGREEMENT AND TANK REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$55,000. – Consider approval of a budget amendment to the Stantec Agreement for the



replacement of the Dissolved Air Flotation Units pressure tanks in an amount not to exceed \$55,000.

2. CONSIDER APPROVAL OF AGREEMENTS FOR VALUATION SERVICES WITH INTEGRA REALTY RESOURCES AND DESMOND, MARCELLO AND AMSTER REGARDING REAL PROPERTY AND PERSONAL PROPERTY (EQUIPMENT AND INFRASTRUCTURE) OF THE LISWA WASTEWATER TREATMENT AND RECLAMATION FACILITY – Consider approval of an agreement with INTEGRA REALTY RESOURCES, in an amount not to exceed \$18,000 and an agreement with Desmond Marcello and Amster in an amount not to exceed \$30,000 for work under both agreements to be completed this calendar year, subject to legal counsel review and approval as to form, and authorize the General Manager to execute the agreements.

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.

Stantec

To: George Barber
From: Gary Hengst
cc: Steve Beck, Gabe Aronow
Date: 1-9-2024
Re: DAF Tank Repair or Replacement

The original Dissolved Air Flootation tanks are worn out due 19 years of regular service. The following quotes were obtained to either rehabilitate or replace the tanks:

Tank Rehab or Replace Option	Quotes
WesTech tank replacement	\$ 151,560
ERS tank rehabilitation	\$ 53,620
Tiger Tank replacement	\$ 47,200

An alternative process that would not require the tank replacement was considered but it is unfamiliar to the Regional Water Quality Control Board in our region and would require extensive testing to move forward. Due to the urgency of this purchase and the risk associated with a relatively unknown process, we recommend replacing the tanks and perhaps exploring this other process when it gets more established.

We are requesting permission to move forward with the purchase of the tanks from Tiger Tanks. This expense was not included in the 23/24 budget as it was not expected during the budgeting process. **\$55,000** should be budgeted to cover taxes and installation expenses. We request permission to use budgeted contingency funding to cover this expense.

Please let me know if you need any additional that haven't been covered here or in prior communications.

Regards,



Gary Hengst



Fax Quotation

QUOTATION DATE 12/22/2023		INQUIRY DATE 12/13/2023	
SALESPERSON / ESTIMATOR Darryck Selk			
PHONE:		(916) 434-5062	
CELL:		(916) 540-6591	

3397 Edison Hwy. Bakersfield Ca. 93307
 TEL: (888) 818-2657 FAX (661) 363-8345

REF: _____

TO: Gary Hengst
Stantec

**** 20 - 24 Weeks for Completion After Receipt of Approved Drawings and Final Purchase Order BOTH VESSELS**

***** More info. about us @ www.tigertanksinc.com**

REVISION 0

ESTIMATED SHIP DATE	SHIPPED VIA	DELIVERY/JOB SITE POINT	TERMS	
20 - 24 WEEKS ARO	Tiger Tanks	LINCOLN, CA	AS AGREED	
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT
2	ASME Sec. VIII, Div. 1 - Vertical, Vessels on Leg Supports		\$ 23,600.00	\$ 47,200.00
****	Vessel Dimensions: (60" O.D. x 9'- 6" Seam/Seam)			
***	Vessel Designed to 100 PSIG/MAWP @ 0 Degrees MDMT & 400 Degrees F. & 0 Vacuum			
**	Corrosion Allowance (C/A): 0" / PWHT: NONE / Radiography: ASME Std.			
**	Vessel Tag Number: N/A			
**	Shell & Head Material all SA-516 Gr.70			
**	Leg Material all SA-36			
**	Price Includes the Following:: (PER VESSEL - PER CUSTOMER DRAWING D108)			
1	12" x 16" Elliptical Manway with Gasket / Material Type SA106C Ring/SA516-70 Lid			
1	14" Class 150# Flanged Nozzle with 10" Class 150# Flanged Nozzle for Inlet			
1	10" Class 150# Flanged Nozzle with Internal Vortex Breaker			
1	Standard Class 3000# Threaded Couplings for Instrumentation			
1	Interior SSPC-SP-10 Near White Blast for Surface Preparation			
1	Internal Sherwin Williams Sherplate PW Epoxy Lining			
**	(1) Coat System at 16.0 to 40.0 mils Total DFT			
1	Exterior SSPC-SP-6 Commercial Blast for Surface Preparation			
1	Exterior Epoxy Primer with Polyurethane Finish (color as per customer choice)			
4	Vertical Leg Supports with Anchoring Base Plates			
1	Internal Deflector Plate for Inlet Nozzle			
1	Internal 1/4" x 3" Splash Ring			
1	External Air Control Panel Mounts			
**	Lifting Devices/Lugs			
**	ACAD Shop Drawings, ASME & IBC Code Calcs., Sent to Customer for Approval			
1	Delivery Charge and Customer Must Off Load at Project Job Site		Included	Included
***	Site Must be Accessible for 80' Tractor-Truck & Trailer !!			
Additional Costs::				
Not Included in Price::				
Sales or Local Taxes, P.E. Stamped Calcs., Anchor Bolts, Relief Valve, Trim, Insulation, Deck				
Platform, Impact Testing, Valves, Instrumentation, Internal Headers & Laterals, Liquidated				
Damages, and/or Anything not Listed in the Above Quote				
SERVING ALL YOUR TANK & VESSEL NEEDS !!			SUB TOTAL	\$ 47,200.00

TIGER TANK IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION . SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID

FOR 7 DAYS, THEREFORE IT IS SUBJECT TO CHANGE WITHOUT NOTICE !!!

BY Darryck Selk ACCEPTED DATE

TOTAL NUMBER OF PAGES INCLUDING THIS PAGE _____ PLEASE CONFIRM RECEIPT OF THIS FAX BY PHONE IF YOU DO NOT RECEIVE ALL PAGES (888) 818-2657

Thank You !!!



April 25, 2023

Gary Hengst
Stantec (Lincoln WWTP)
1245 Fiddymont Road.
Lincoln, CA 95648

QUOTE #: 042423-3QIC
PHONE #: 916-434-5062
EMAIL ADDRESS: gary.hengst@stantec.com

Dear Gary:

ERS is pleased to submit its proposal for our TurnKey Service with coatings on your two (2) DAF Recirculation Tanks located in Lincoln, CA.

Scope of Supply:

- Coatings – Filter Interior:
 - Full containment, environmental control, and protection of piping throughout the coatings process.
 - Surface preparation of steel substrate in accordance with SSPC-SP 10/NACE 2: 3-5Mil profile per manufactures recommendations.
 - Heated plural spray application (one coat) of NSF-61/600, 100% Solids, Endura-flex 1988 Elastomeric Polyurethane (off White) @ 40-50 mil DFT.
 - Holiday detection and inspection in accordance with SSPC-PA 2.
- Coatings – Filter Exterior:
 - None.

Clarifications:

- Any repairs are to be tracked on T&M.

*Price **does not** include bonding.*

Price does not include any valves, instruments, or controls.

ERS will require a media sample for Disposal Testing prior to scheduling the project.

ERS will also repair or replace existing underdrains as needed, on a time and materials basis.

Disposal testing and transport to be executed in compliance with RCRA Subtitles C & D.



Standard Provisions:

1. Qualified manpower:
 - a. Onsite Supervisor/Environmental Technician/Hole Watch.
 - b. Certifications in Forklift/Reach Lift, Crane Operator, Confined Space & Rescue, and First Aid/CPR/AED.
2. Equipment and PPE:
 - a. High-power industrial vacuum system.
 - b. Ventilation fan for air circulation.
 - c. Four gas monitors for pre-entry and continuous LEL testing.
 - d. Air-purifying respirators (supplied air respirators available if required).
3. Safety Regulations:
 - a. Confined Space:
 - i. Tripod/winch for emergency evacuation.
 - ii. Fall arrest harnesses with safety lanyards for all men.
 - iii. Permit-required confined space entry permits as applicable.
 - iv. Daily monitoring log.
 - b. 2-Way radios for communication with in-tank personnel.
 - c. Cellular phone as an emergency response tool.
4. New media as follows:
 - a. None

Additional Coatings Provisions:

1. Quality Control:
 - i. Perform and document hold-point inspections in accordance with specifications.
 - ii. Provide final inspection and approval of coatings application.
 - iii. Produce Daily Inspection Reports confirming coatings operations are in conformance with applicable standards.
2. Equipment and PPE:
 - a. Environmentally controlled trailer with heated plural component spray equipment and specialized equipment technician
 - b. 24 hour continuous environmental control with dehumidification and monitoring of blasting and coating area.



Quote Valid for 30 days.

Our time and materials work are billed at \$246.00 per man-hour, straight time, plus materials with a 25% margin. Price includes all applicable sales tax.

Please feel free to contact me should you need further information or any clarification. My contact information is: phone – cell (510) 552-3285; office (510) 770-0202; email – nradonich@ersfilter.com

If quote is accepted, please answer questions below, sign and return to Nradonich@ersfilter.com

Sincerely,

Nik Radonich
Sales/Engineering Manager

Is this project subject to PREVAILING WAGE? Yes No

Is this project deemed PUBLIC WORK and therefore subject to the rules and regulations of the California Department of Industrial Relations (DIR)? Yes No

If the answers are “NO”, please mark as such and refer to the paragraph at the end of this document

PO or Contract #

DIR Project #

Authorized Representative — Name & Signature

Title

(hereinafter “Contracting Party”) has represented in writing and to ERS and does hereby reaffirm in writing to ERS (hereinafter “Contractor”) that neither the project which is the subject matter of this Agreement nor the requested work to be performed on the project by Contractor are “public work” as defined by federal law, Chapter 1, Part 7 of Division 2 of the California Labor Code (governing “Public Works and Public Agencies”), or any other federal, state or local statute, ordinance, regulation, or administrative and/or judicial decision. Based on the foregoing representation, Contractor has calculated its bid for the subject project based on certain wage rates and benefits. Contracting Party will specifically verify, prior to allowing Contractor to submit a proposal on the project or work to be performed on the project, that project is not deemed to be a public works project and that there are no requirements for prevailing wages or other unique bid requirements. In the event that Contracting Party has made any misrepresentation regarding the foregoing whether intentionally or negligently, Contracting Party specifically agrees to indemnify, reimburse, and hold Contractor harmless from and against any and all claims, penalties, fines or assessments that may arise from Contracting Party’s failure to properly report and describe the project to Contractor. Contracting Party shall reimburse any and all attorney’s fees and all costs associated with defending or enforcing this projection to Contractor.

WESTECH QUOTATION

WESTECH [®]	P.O. BOX 65068 SALT LAKE CITY, UTAH 84165-0068	Phone: 801-265-1000 Fax: 801-265-1080	Quotation No. Q45985-145956
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Thank you for the opportunity to quote you with your equipment needs.
Please review the following and contact us to place an order or ask any question.

Date: 12/5/2023	Proj Manager: JEFFREY FLITTON	Ship Via: BEST WAY
RFQ No.:	Prime Job No: 19000A	Freight: FOB SHIPPING POINT, FREIGHT PREPAID & ADDED
Quoted by: JEFFREY FLITTON	Prime Name: LINCOLN, CA WWTP/SJ AMOROSO CONSTRUCTION	
Phone: 801-290-1512 or 801-290-1208	Equipment: DAF UNITS	Lead Time: 24 WEEKS
Email: JFLITTON@WESTECH-INC.COM	Tax Exemption No.:	Quote Valid: 30 days
For Group: 15	Payment Terms: NET 30 DAYS	

Bill To: STANTEC CONSULTING LANCE GILLMING P O BOX 1050 STA023 LINCOLN, CA 95648 UNITED STATES OF AMERICA	Ship To: LINCOLN WWTP LANCE GILLMING 1245 FIDDYMENT ROAD 32307 LINCOLN, CA 95648 UNITED STATES OF AMERICA
Tel/Cell: 916-434-5062 / 530-906-7455 LANCE.GILLMING@STANTEC.COM	Tel/Cell: 916-434-5062 / 530-906-7455

Doc	No.	Part/Dwg Number	Description	Qty	Units	Unit Price	Net Price
77426	001	D108	RETENTION TANK 5'-0" DIA. X 9'-6" SIDE SHELL, ASME CODE VESSEL, FOR 100 PSIG WORKING & HYDRO STATIC PRESSURE @ 130 PSIG, MIN. 1/4" THK. STEEL WALL CODE STAMPED. SURFACE PREP AND PAINT (2) COATS TNE MEC N140 TANK AND MANWAYS ONLY- DOES NOT INCLUDE ACCESSORY COMPONENTS	2	EA	\$75,780.00	\$151,560.00

No sales, GST, PST, use, or other taxes have been included in our pricing. No discounts accepted.	Quoted in US Dollars	Grand Total	\$151,560.00
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-Please see the attached General Terms and Conditions and Warranty Information.

-Minimum Order amount is US\$100.

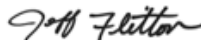
-All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of WesTech Engineering LLC.

-WesTech prefers that payments under \$3,000 are processed by Credit Card. Any orders over \$10,000 can not be accepted by Credit Card and will be invoiced at terms. This is to include freight and taxes. A processing fee of up to 4 percent on Credit Cards may be added where allowed by law.

This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards,



QF-00-005

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General Terms of Sales

Quotation No: Q45985-145956

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PARTIES TO CONTRACT: WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.

4. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering, LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.

5. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering, LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. PAYMENT TERMS: Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.

7. ESCALATION: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

8. APPROVAL: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.

9. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering, LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering, LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

13. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering, LLC's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. SHIPMENTS: Any shipment of delivery dates recited represent WesTech Engineering, LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering, LLC for failure to ship or deliver on such dates.

WesTech Engineering, LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering, LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering, LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering, LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering, LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering, LLC's reasonable control and occurring at a location other than WesTech Engineering, LLC or its supplier's shipping points, WesTech Engineering, LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering, LLC may store the equipment

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at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WesTech Engineering, LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

16. PATENTS: WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering, LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the

continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

20. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

21. BACKCHARGES: WesTech Engineering, LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering, LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering, LLC purchase order, or work requisition signed by WesTech Engineering, LLC.

22. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering, LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

23. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

24. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering, LLC equipment, motors and drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

25. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

26. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering, LLC against which a claim is sought.

27. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 01/12/24 Special Board Meeting

SUBJECT: Valuation Services Agreement

As a new entity, LiSWA needs to finalize and prepare our financials for our first partial year of operations. We need to complete them so they can be audited in preparation for funding of our Improvement Project.

I met with Andrew Sisk, Auditor Controller, Tristan Butcher, Treasurer and Nita Wracker, City of Lincoln Finance Director regarding LiSWA financials. It was recommended that we find professional assistance to establish LiSWA's assets.

County of Placer provided me with their list of appraisers, and I used that list to invite proposals. The most challenging item was providing the appropriate asset value for the equipment and treatment structures. I was able to obtain only one firm to provide this service.

Attached are three proposals, two for property and structures and one for fixtures and equipment. CBRE, Inc. brought on board Desmond Marcello and Amster (DM&A) for the fixtures and equipment. Integra Realty Resources (IRR) would require us to find someone for fixtures and equipment, so I propose using DM&A.

Staff Recommendation:

“Approval of the agreement with Integra Realty Resources, in an amount not to exceed \$18,000 and an agreement with Desmond Marcello and Amster in an amount not to exceed \$30,000 for work under both agreements to be completed this calendar year, subject to legal counsel review and approval as to form, and authorize the General Manager to execute the agreements.”

Proposal - Real Estate Appraisal Services

Lincoln-SMD1 Wastewater Authority Appraisal
Lincoln, Placer County, California 95648

Prepared For:
George Barber
General Manager
Lincoln-SMD1 Wastewater Authority





January 8, 2024

George Barber
General Manager
Lincoln-SMD1 Wastewater Authority
c/o West Yost - 2020 Research Park Dr., Ste. 100
Davis, California 95618

SUBJECT: Proposal to Provide Real Estate Appraisal Services
Lincoln-SMD1 Wastewater Authority Appraisal
Lincoln, Placer County, California 95648

Dear George Barber:

Please consider this document our formal proposal for appraisal services for the Lincoln-SMD1 Wastewater Authority Appraisal.

Seevers Jordan Ziegenmeyer (DBA Integra Realty Resources – Sacramento) has been providing real estate appraisal services since 1975 and is one of the largest private commercial appraisal firms in Northern California. We have built our business on trust, integrity, and customer service. As an Integra Realty Resources office we employ market-leading technology, advanced market research and analytics, and the support of a nationwide, managed network of highly respected, MAI-designated professionals.

Integra Realty Resources - Sacramento
Kevin Ziegenmeyer, MAI, Senior Managing Director
Telephone: 916-435-3883, ext. 224
Email: kziegenmeyer@irr.com
590 Menlo Drive, Rocklin, CA 95765
Web: irr.com/sacramento

George Barber
Lincoln-SMD1 Wastewater Authority
Page 2

Contact information for the person directly responsible for addressing all needs related to the project is as follows: Noah Kauffman, MAI, R/W-AC , Director / 310-367-8273 / nkauffman@irr.com.

We appreciate the opportunity to submit this proposal and encourage you to contact our references to verify the excellence in quality delivered in prior projects. If you have any questions after reviewing this proposal, please contact Noah Kauffman, MAI, R/W-AC or Kevin Ziegenmeyer, MAI.

Respectfully submitted,

Integra Realty Resources - Sacramento



Kevin Ziegenmeyer, MAI
Certified General Real Estate Appraiser
CA Certificate # AG013567
Telephone: 916-435-3883, ext. 224
Email: kzienmeyer@irr.com

Attachments

Table of Contents

Proposal - Real Estate Appraisal Services

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FIRM OVERVIEW

Integra Realty Resources – Sacramento
590 Menlo Drive, Suite 1, Rocklin, CA 95765

Noah Kauffman, MAI, R/W-AC: (916) 302-2305,
nkauffman@irr.com

Kevin Ziegenmeyer, MAI: (916) 435-3883,
kziegenmeyer@irr.com

Integra Realty Resources is one of the largest private commercial appraisal firms in Northern California and is a pure valuation company, not affiliated with or owned by a real estate brokerage company. Unlike other national valuation firms, Integra has the independence necessary to deliver value-added services to clients through diligent research, analysis and well-documented, unbiased opinions. Our Northern California offices (Sacramento and San Francisco) consist of 25 professionals which include Partners and Senior Analyst appraisers, including MAI designated appraisers, and Analyst appraisers. We have additional appraisal offices in Southern California. Our size provides us with the resources and professional capacity to meet relatively any time frame. Further, it gives us the ability to respond to the demands and changes in scope often experienced when doing appraisal work for complicated assignments.

As Integra Realty Resources offices, we have access to additional expertise within other office locations across the nation. All appraisers are State Certified General Appraisers, with extensive experience in the valuation of land and commercial properties. In order to meet the various needs of our clients, Integra Realty Resources offers a full range of appraisal and consultation services. Properties analyzed include apartments, subdivisions, senior housing, office, industrial, retail, mixed-use, vacant land, agricultural land (annual crops and permanent plantings), and special purpose uses.

Our firm has extensive experience in the areas of Assessment District (AD) and Community Facilities District (CFD) appraisals, right of way / eminent domain valuation, market studies, asset valuation, lease/purchase negotiations, and feasibility studies. Our client roster includes numerous municipalities within the region as well as public entities such as irrigation and public service districts.

GENERAL SCOPE OF WORK

Appraisals are prepared using contemporary appraisal methodology and in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). If necessary, the appraisal could also conform to the Appraisal Standards for Land Secured Financing published by the California Debt and Investment Advisory Commission (2004).

The typical scope of work under which an appraisal would be performed is detailed below.

A physical inspection of the subject property will be performed. Earthquake zone, flood zone, and utilities will be verified with the applicable public agencies. Property tax information for the current tax year will be obtained from the applicable Tax Collector's Office. Interviews with persons considered knowledgeable regarding the subject property and similar properties will be performed. Additional inquiries will be made with local real estate professionals relative to market conditions and trends which will inform an analysis of local area land use trends.

The subject property is used for wastewater treatment and reclamation and is concluded to be a Special Use/Special Purpose Property.

A special-purpose property is an improved property with a unique physical design, special construction materials, or a layout that particularly adapts its utility to the use for which it was built and may be costly to modify to another use; also called a special-design property. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. Chicago: Appraisal Institute, 2022)

The cost approach is the only method concluded to be applicable as there is not reliable data available to support the income capitalization approach or direct sales comparison approach. The sales comparison approach for the underlying land would be utilized for the cost approach.

Based on a preliminary review of the list of parcels provided (six APNs), the property appears to comprise approximately 723.9 acres.

Parcel	APN	Acres
1	012-140-032	131.4
2	021-282-002	18.9
3	021-282-003	420.2
4	021-282-008	0.4
5	021-282-009	151.4
6	021-282-011	1.6
Total		723.9

A Plant Overview List noting 68 existing structures/improvements at the facility was provided (building improvements and site improvements). As part of estimating the replacement cost for the building improvements, we would typically rely on the Marshall & Swift Valuation Service. For site

improvements at the property (e.g., oxidation structures, ponds, sand filter, dissolved air flotation, etc.) we would incorporate value conclusion to be provided by a consultant (contractor or engineering firm) selected by the Authority. Similarly, we would incorporate value conclusions for fixtures and equipment to be provided by the Authority's selected F&E appraiser. Alternatives to the proposed scope may be available but may require additional time and fees to accomplish.

RELEVANT EXPERIENCE

Client: City of Folsom

- CFD No. 23 (Folsom Ranch) IA 2 / City of Folsom / Dec. 2023
Appraisal of 291 residential lots comprising partially improved lots, homes under construction, and completed homes for Series 2023 Bonds (land-secured financing)

Client: City of Irvine

- Lease Revenue Bond / City of Irvine May 2023
Appraisal of 71 acres for establishing potential collateral for a City of Irvine Lease Revenue Bond

Client: CMD West

- Placer Parkway Phase 1 / Placer County / Ongoing
Appraisal of eight properties for extension of Placer Parkway from Highway 65 to Foothills Blvd

Client: Santa Clara Valley Transportation Authority

- Bay Area Rapid Transit Silicon Valley Extension Phase 2 / San Jose / Dec. 2021 - Ongoing
Appraisal of 25 industrial, retail, office, residential, vacant land, and special use properties for easement acquisitions necessary for extension of the BART rail line

Client: Interwest Consulting Group, Inc.

- South Placer Municipal Utility District Sewer Upgrade / Rocklin / Dec. 2019 – Mar. 2022
Appraisal of two office properties for acquisition of a sewer easement
- Roseville Parkway Extension / Roseville / Mar. – Jun. 2021
Appraisal of five properties comprising industrial warehouses and vacant land for extension of Roseville Parkway which included fee simple acquisitions and slope easements

Client: City of Malibu

- City Hall / 2018
Appraisal of a single tenant professional office building used as City Hall, for a Certificate of Participation

The above comprises a brief representative sample. Additional examples available upon request.

PROPOSED APPRAISAL REPORT FEES

Based on the Scope of Work required for this appraisal, including the valuation of the underlying land and building improvements, we propose a fee of \$18,000. Should you require services beyond the scope outlined previously, the following hourly fee schedule, plus any inordinate expenses, will apply to the various individuals that may be involved in the assignments.

- Partner \$475 / hour
- Senior Appraiser \$325 / hour
- Appraiser \$225/ hour
- Research Analyst \$175 / hour
- Administrative Support \$60 / hour



Appendix A

Appraiser Qualifications

Kevin Ziegenmeyer, MAI

Experience

Mr. Ziegenmeyer is a Certified General real estate appraiser and holds the Appraisal Institute's MAI designation. In 1989, Mr. Ziegenmeyer began his career in real estate as a controller for a commercial and residential real estate development corporation. In 1991 he began appraising and continued to be involved in appraisal assignments covering a wide variety of properties, including office, retail, industrial, residential income and subdivisions throughout the state of California, and Northern Nevada. Mr. Ziegenmeyer handles many of the firm's master-planned property appraisals and over the past two decades has developed expertise in the valuation of Community Facilities Districts and Assessment Districts. In fact, Mr. Ziegenmeyer was one of five appraisers to collaborate with other professionals in developing the appraisal guidelines for the California Debt and Investment Advisory Commission (Recommended Practices in the Appraisal of Real Estate for Land-Secured Financing - 2004). He has developed the experience and background necessary to deal with complex assignments covering an array of property types, with a particular focus on urban redevelopment in the cities and counties of San Francisco, Dublin, Monterey, Newport Beach, Alameda, Napa and San Mateo. In early 2015, Mr. Ziegenmeyer obtained the Appraisal Institute's MAI designation.

Licenses

California, California Certified General Real Estate Appraiser, AG013567, Expires June 2025

Education

Academic:

Bachelor of Science in Accounting, Azusa Pacific University, California

Appraisal and Real Estate Courses:

Standards of Professional Practice, Parts A, B & C

Basic Valuation Procedures

Real Estate Appraisal Principles

Capitalization Theory and Techniques, Part A

Advanced Income Capitalization

Report Writing and Valuation Analysis

Advanced Applications

IRS Valuation Summit I & II

2008, 2009, 2010 & 2011 Economic Forecast

Business Practices and Ethics

Contemporary Appraisal Issues with Small Business Administration Financing

General Demonstration Appraisal Report Writing Seminar

7-Hour National USPAP Update Course

Valuation of Easements and Other Partial Interests

2009 Summer Conference

Uniform Appraisal Standards for Federal Land Acquisitions (Yellowbook)

2008 Economic Update

Valuation of Conservation Easements

Subdivision Valuation

2005 Annual Fall Conference

General Comprehensive Exam Module I, II, III & IV

Advanced Income Capitalization

Integra Realty Resources -
Sacramento

590 Menlo Drive
Suite 1
Rocklin, CA 95765

T 916.435.3883
F 916.435.4774

irr.com

kziegenmeyer@irr.com - 916.435.3883 x224



Kevin Ziegenmeyer, MAI

Education (Cont'd)

Advanced Sales Comparison & Cost Approaches
2004 Central CA Market Update
Computer-Enhanced Cash Flow Modeling
Forecast 2000, 2001, 2002, 2003 & 2004
Land Valuation Assignments
Land Valuation Adjustment Procedures
Highest & Best Use and Market Analysis
Entitlements, Land Subdivision & Valuation
Real Estate Value Cycles
El Dorado Hills Housing Symposium
Federal Land Exchanges
M & S Computer Cost-Estimating, Nonresidential

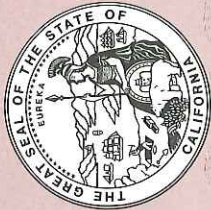
Integra Realty Resources - Sacramento

590 Menlo Drive
Suite 1
Rocklin, CA 95765

T 916.435.3883
F 916.435.4774

irr.com





Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Kevin K. Ziegenmeyer

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: **AG 013567**

Effective Date: June 5, 2023
Date Expires: June 4, 2025

Angela Jemmotz
Angela Jemmotz, Bureau Chief, BREA

3070756

Noah Kauffman, MAI, R/W-AC

Experience

Mr. Kauffman is a Certified General real estate appraiser with Integra Realty Resources, a real estate appraisal firm that engages in a wide variety of real estate valuation and consultation assignments. After completing his bachelor's degree at the University of California, Davis, he began his career in real estate appraisal with House Agricultural Consultants on agricultural and rural property appraisals. He subsequently joined the firm in 2014 and has been writing narrative appraisal reports for a variety of commercial and agricultural properties. He is now involved in appraisal assignments covering right of way, land, multifamily residential, industrial, office, retail and mixed use properties. Mr. Kauffman has developed the experience and background necessary to deal with complex assignments covering an array of property types. Noah Kauffman holds the Appraisal Institute's MAI designation and the Right of Way – Appraisal Certification (R/W-AC) from the International Right of Way Association.

Licenses

California, Certified General Real Estate Appraiser, 3004618, Expires June 2025

Education

Academic:

Bachelor of Science in Agricultural Management and Rangeland Resources, University of California, Davis

Appraisal and Real Estate Courses:

Advanced Income Capitalization

Advanced Market Analysis & Highest and Best Use

Advanced Concepts & Case Studies

Quantitative Analysis

The Valuation of Partial Acquisitions

Farm and Rural Resources Appraisal

Laws and Regulations for California Appraisers

Uniform Standards of Professional Appraisal Practice

General Appraiser Sales Comparables Approach

General Appraiser Site Valuation and Cost Approach

General Appraiser Market Analysis and Highest and Best Use

General Appraiser Report Writing and Case Studies

General Appraiser Income Capitalization Approach Part I & II

Residential Sales Comparables and Income Approach

Residential Site Valuation and Cost Approach

Residential Market Analysis and Highest and Best Use

Residential Report Writing and Case Studies

Basic Appraisal Principles

Basic Appraisal Procedures

Problems in the Valuation of Partial Acquisitions

Integra Realty Resources -
Sacramento

590 Menlo Drive
Suite 1
Rocklin, CA 95765

T 916.435.3883
F 916.435.4774

irr.com





Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Noah J. Kauffman

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: 3004618

Effective Date: June 12, 2023
Date Expires: June 11, 2025

Angela Jemmott
Angela Jemmott, Bureau Chief, BREA

3070317



*Desmond, Marcello & Amster
Valuation and Litigation Consultants*

222 Pacific Coast Highway, 10th
Floor
El Segundo, CA 90245
Tel: (310) 216-1400
Fax: (310) 216-0800
Toll Free: (888) 240-5184

VIA ELECTRONIC MAIL

January 2, 2023

Mr. George Barber
General Manager
Lincoln-SMD1 Wastewater Authority
1245 Fiddymment Road
Lincoln, CA 95648

Re: *Proposal for Appraisal Services of Wastewater Site Improvements, Fixtures,
Machinery, Underground Piping and Rolling Stock
Located at 1245 Fiddymment Road, Lincoln, California
To be Prepared for Lincoln-SMD1 Wastewater Authority*

Dear Mr. Barber:

As requested, submitted herein is Desmond, Marcello & Amster's ("DM&A") proposal to prepare an appraisal of certain wastewater site improvements, fixtures, machinery, underground piping and rolling stock located at 1245 Fiddymment Road, Lincoln, California. The purpose of the appraisal is to render a supportable opinion of the fair market value in place of the assets appraised. The intended use of this appraisal is to assist Lincoln-SMD1 Wastewater Authority with information and validation of a value asset allocation as a result of a real property transaction between Lincoln-SMD1 Wastewater Authority and Lincoln Land Holding, LLC.

Scope of Services

DM&A proposes to provide a full narrative appraisal report (PDF Copy) which will include an estimate of the fair market value in place of the assets appraised. Appraisal procedures will be guided by the Uniform Standards of Professional Appraisal Practice (USPAP).

In preparing this appraisal, DM&A will perform the following:

- Review accounting documents, equipment lists and associated information to be provided by the property owner representative and/or you regarding the assets;
- Conduct a physical site inspection to verify, observe and record full descriptions of all the assets to be appraised;

- Interview the appropriate person(s) regarding the property owner improvements, machinery, equipment, fixtures, underground piping, rolling stock, condition of the assets, maintenance programs and questions which may arise during the appraisal process; and
- Coordinate with the assigned real estate appraiser to avoid duplication of asset valuation.
- Utilize generally accepted valuation methodology to estimate the fair market value in place of the appropriate items in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

Fee and Timing Estimate

DM&A's fees are based on standard hourly rates. Our standard hourly rate for tangible asset appraisal services ranges from \$150 to \$250 per hour depending on the appraiser. **Based on our understanding of the scope of this assignment, we estimate a range of \$25,000 - \$30,000 for completion and delivery of our appraisal report.**

This fee is exclusive of any time that may be incurred for review of any other appraisal reports, deposition preparation and/or testimony, or court preparation and/or testimony. Marcus Pigrom's hourly rate for deposition, court preparation and testimony is \$450 per hour. The full fee estimate is due upon completion and submittal of our final appraisal report.

It is our understanding that time is of the essence in this assignment, and we will act accordingly. We anticipate completion of the assignment in approximately 30-45 days from when we receive authorization to commence this engagement. Furthermore, we anticipate full cooperation from the facility operator, "West Yost", to assist us with identification of the assets to be appraised and relevant cost information associated with assets located at the property.

Should we encounter any new information during the appraisal process that would change our fee or timing, we will contact you immediately.

DM&A will commence work on this assignment upon receipt of the signed agreement and the full amount of the retainer requested.

We look forward to working with you on this matter.

Very truly yours,

DESMOND, MARCELLO & AMSTER



Marcus Pigrom, ASA
Partner

Proposal and Contract for Services

December 26, 2023

CBRE, Inc.
500 Capitol Mall, Suite 2400
Sacramento, CA 95814
www.cbre.us/valuation

Steve Parent, MAI, SR/WA, PMP, AI-GRS, SRA, AI-RRS
Director of Right of Way
Mountain Northwest & Pacific Southwest

George Barber
General Manager, Lincoln-SMD1 Wastewater Authority
WEST YOST
2020 Research Park Drive, Suite 100
Davis, CA 95618
Phone: 530.378.5240
Email: gbarber@westyost.com

RE: Assignment Agreement
Lincoln-SMD1 Wastewater Authority
1735 Fiddymment Rd.
Lincoln, CA 95648

Dear Mr. Barber:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

Client: Lincoln-SMD1 Wastewater Authority

Rights Appraised: Fee Simple

Intended Use: Internal book values

Intended User: See "Client"

Reliance: Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the

report, its conclusions or contents or have any liability in connection therewith.

Inspection:

On-site is anticipated. Client to provide access

Fee and Delivery:

\$95,000

Land - 6 APNs as noted below

Land Appraisal Scope: To the extent that the land is used for a public purpose, which is not an economic use, the land will be appraised based on considering its alternative, private economic highest and best use as if vacant.

APNs:

021-140-032 - \$4,000

021-283-003 - \$7,000

(this parcel is subject to a blanket easement which will be considered)

021-282-009 - \$4,000

021-283-002 - \$5,000

021-282-008 - \$5,000

021-283-011 - \$5,000

Land Appraisals subtotal: \$30,000

Building appraisals: Using Marshall and Swift Valuation Service, scope to include working / consulting with Furniture, Fixture and Equipment appraiser to ensure all items pertaining to realty are accounted for without double counting. This building list was excerpted from information provided by the client.

Item No.	Appraisal Fee	Building Description
1	\$ 5,000	SHOP/MAINTENANCE
2	\$ 5,000	UV DISINFECTION UNITS & SHELTER
3	\$ 5,000	CHEMICAL BUILDING
4	\$ 5,000	MCC 200
5	\$ 5,000	MCC 100
6	\$ 5,000	SOLIDS DEWATERING BUILDING
7	\$ 5,000	RETURN MONITORING BUILDING
8	\$ 5,000	EFFLUENT MONITORING BUILDING
9	\$ 5,000	ADMINISTRATION/LAB
10	\$ 5,000	STORAGE BUILDING NEXT TO SLUDGE DRYING
11	\$ 5,000	STANDBY GENERATOR
12	\$ 5,000	MONITORING
13	\$ 5,000	MONITORING STATION
Building Appraisal Subtotal	\$ 65,000	

Appraisal Fees Total:

Land: \$30,000

Buildings: \$65,000

Total: \$95,000

Delivery – 6 to 8 weeks from NTP assuming access to property is provided by the client.

Report Type: Restricted Appraisal Report

Expenses: Fee includes all associated expenses

Retainer: A retainer is not required for this assignment

Payment Terms: Final payment is due upon delivery of the report.

Delivery Instructions: CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.

An Adobe PDF file via email will be delivered to gbarber@westyost.com.

Acceptance Date: These specifications are subject to modification if this proposal is not accepted within 5 business days from the date of this letter.

Market Volatility:

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organization as a global pandemic on the 11th March 2020, is causing heightened uncertainty in both local and global market conditions. Our valuation is based on the information available to us at the date of valuation. You acknowledge that our reports may include clauses highlighting heightened uncertainty if appropriate, and we recommend our valuation is kept under frequent review.

Both governments and companies are initiating travel restrictions, quarantine and additional safety measures in response to the COVID-19 pandemic. If, at any point, our ability to deliver the services under this LOE are restricted due to the pandemic, we will inform you within a reasonable timeframe and work with you on how to proceed. Whilst we will endeavor to meet the required timeframe for delivery, you acknowledge any Government or company-imposed restrictions due to the virus may impede our ability to meet the timeframe and/or deliverables of this engagement, and delays may follow. Any delays or inability to deliver on this basis would not constitute a failure to meet the terms of this engagement.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.
Valuation & Advisory Services



Steve Parent, MAI, SR/WA, PMP, AI-GRS, SRA, AI-RRS
Director of Right of Way, Mountain Northwest & Pacific Southwest
As Agent for CBRE, Inc.
California Certification No. AG 042853
Cell: 916 919 7262
Email: steve.parent@cbre.com

AGREED AND ACCEPTED

FOR ("CLIENT"):

_____ Signature	_____ Date
_____ Name	_____ Title
_____ Phone Number	_____ E-Mail Address

ADDITIONAL OPTIONAL SERVICES

Assessment & Consulting Services: CBRE's Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports and other necessary due diligence services (seismic risk analysis, zoning compliance services, construction risk management, annual inspections, etc.). CBRE provides our clients the full complement of due diligence services with over 260 employees in the U.S. that are local subject matter experts.

Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at WhitePlainsProposals@cbre.com. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.

_____ Initial Here

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement") between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the appraisal office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 5 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Appraiser executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Appraiser executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship

between Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.

8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT

APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.
17. Furthermore, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the appraisal or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Appraisal Report, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Appraiser (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.
18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Proposal and Contract for Services

SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. CBRE is in receipt of some information.
2. Other items indicated after engagement.

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Steve Parent, MAI, SR/WA, PMP, SRA, AI-GRS, AI-RRS
Director of Right of Way - West Division
steve.parent@cbre.com
CBRE, Inc.
Valuation & Advisory Services
500 Capitol Mall, #2400
Sacramento, CA, 95816