

This Agreement is made and entered into effective May 1, 2023 (the "Agreement Date") by and between:

"Client"

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

"STANTEC"

Name: Stantec Consulting Services Inc.
Address: 3875 Atherton Road, Rocklin CA 95765
Phone: (916) 434-5062 extension here or delete
Representative: Gary Hengst, Chief Plant Operator Email: Gary.Hengst@stantec.com

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

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

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", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

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. 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) postage or cost of private delivery services less than \$25 for any one delivery; 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.

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 District and the Consultant, shall be allowed to recover attorney's fees that are incurred to enforce or defend this Contract.

LIMITATION OF LIABILITY: Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

PERFORMANCE LIABILITY – WASTEWATER TREATMENT: Given the inherent difficulty of employing biological and chemical treatment processes to consistently convert a highly variable community waste influent into a uniform highly regulated waste effluent, Client acknowledges that it is unreasonable to expect zero discharge violations, and fines and penalties are possible. Likewise, a certain degree of human error is reasonably foreseeable in the operation of any industrial process. Stantec agrees to employ a customary degree of skill and effort to produce an effluent that consistently meets all permit requirements. However, Client agrees that the possibility of permit violations is inherent to the Client's provision of community wastewater service and that this inherent risk is not transferred to Stantec unless such permit violations are the result of Stantec's negligence or willful misconduct. Stantec will report to the Client any conditions it becomes aware of that might result in violation of the Client's permit.

In connection with the foregoing, Client agrees to release, indemnify and hold Stantec harmless, to the fullest extent permitted by law, from any and all liability for fines, environmental cleanup costs, penalties or other liability arising from any waste discharge or permit violation at the Client's facilities, and from third party claims or suits that are in any way connected with operation of the Client's facilities, except to the extent resulting from the negligence or willful misconduct of Stantec.

Stantec may from time to time recommend changes or improvements intended to improve treatment plant performance and/or reliability. Stantec cannot be held liable for treatment plant performance or its possible consequences if recommended improvements are not approved and funded by Client, nor for its failure to recommend plant or process improvements that, while state of the art, are not within Client's budget nor necessary to

meet Client's permit requirements. Stantec specifically disclaims any warranties or guarantees, express or implied, as to the performance of the Client's facilities, now or in the future.

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.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under this Agreement, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

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 any 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 SMD-1 WASTEWATER AUTHORITY Error! Reference source not found.

Stantec Consulting Services Inc.

George Barber, General Manager
Print Name and Title

Name and Title of signor
Print Name and Title

Signature _____

Signature _____

Attached to and forming part of the Agreement BETWEEN:

Lincoln SMD-1 Wastewater Authority

- and -

Stantec Consulting Services Inc.

EFFECTIVE: May 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 May 17, 2022.

CONTRACT TIME: Commencement Date: May 1, 2023
Estimated Completion Date: June 30, 2024
Contract completion date may be extended in one-year increments or as agreed to.

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 attached Scope of Services.

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 May 17, 2022.

**Operation, Maintenance, and
Management for the City of
Lincoln Wastewater Treatment
and Reclamation Facility
(WWTRF)**

Scope of Services



Prepared for:
City of Lincoln

Prepared by:
Stantec Consulting Services Inc.

May 17, 2022

Table of Contents

- 1 Scope of Work 1
 - 1.1 Operation..... 1
 - 1.2 Maintenance..... 1
 - 1.3 Management 1
 - 1.4 Engineering Services 2
 - 1.5 Compensation..... 2
 - 1.6 Term of Agreement 3
 - 1.7 Scope Provisions and Assumptions..... 3

1 Scope of Work

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

- WWTRF. The WWTRF includes the following:
 - WWTRF treatment and disposal facilities, maintenance facilities and associated equipment.
 - Reclamation piping west of the Tertiary Storage Basins (TSBs).
- This scope excludes the City of Lincoln sewer collection system or the upstream MWPRS facilities.

1.1 Operation

Stantec 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 qualified staff to routine operations to the managed infrastructure.
- Provide on-call staff to handle after hour callouts to the managed infrastructure.
- Set parameters and control systems to optimize treatment plant process control.
- Develop and maintain Standard Operating Procedures for equipment and systems.
- Perform required testing and reporting in accordance with the Industrial Stormwater Pollution Prevention Plan.
- Maintain an electronic reporting data base and store all hard copy records for the required five-year minimum period.

1.2 Maintenance

Stantec 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 to include repairs to equipment performed by contractors during the warranty period.

1.3 Management

Stantec 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 City meetings representing the City WWTRF.
- Hire staff as needed to maintain City 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
 - Chemical Hygiene Plan
 - Process control procedures
 - Standard Operating Procedures
 - 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.
- Maintain an emergency condition check sheet to include an excursion compliance check sheet.
- Maintain an inventory of parts required to make emergency repairs at the WWTRF.
- Initiate and coordinate emergency repairs with subcontractors. Stantec will not be directly responsible for emergency repairs and restoration. Stantec 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.

1.4 Engineering Services

Engineering Services shall include support of the City 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 or be included in a specific annual budget or update.

1.5 Compensation

Compensation shall be as follows:

- All Stantec services shall be billed on a time and expense basis in accordance with their regular billing rate schedule at the time work is completed.
- The total scope and annual compensation for specific capital projects to be completed by the operations team (or via subcontractors for the operations team) shall be negotiated between Stantec and the City prior to the beginning of each fiscal year.
- For year one of this agreement (Fiscal Year 2022/2023), Stantec shall be compensated at the labor rates in Table 1, (end of this scope).
- Labor billed in excess of approved City budget will require prior justification and approval.
- Manpower and billing rate adjustments for subsequent years will be submitted annually with the budget proposals.

- The total scope and annual compensation for Engineering Services shall be negotiated between Stantec and the City prior to the beginning of each fiscal year.
- Stantec will submit a monthly billing statement detailing Stantec labor and all other goods and services purchased to operate and maintain the managed infrastructure. Receipts will be provided for all goods and services provided by Stantec vendors.
- With the exception of emergency repairs, all direct billing for goods and services shall be billed through Stantec directly to the City without mark up. Billing for emergency repairs greater than \$5,000 will be paid by the City directly to the subcontractor. Billing of emergency repairs less than \$5,000 can be billed through Stantec if budget allows and as approved by the City.

1.6 Term of Agreement

Stantec is authorized to commence performance of these Services upon mutual approval of this Scope. This Scope term is for a two (2) year period beginning on the City's fiscal year 2022/2023 and renews for up to three (3) subsequent one (1) year terms unless written intent not to renew is received from either party 90 days prior to the expiration date, unless terminated earlier pursuant to the terms and conditions of the Agreement.

1.7 Scope Provisions and Assumptions

Additional scope provisions and assumptions are as follows:

1. Stantec shall not be liable for failure to perform under this scope if performance is made impractical, abnormally difficult, or abnormally costly, due to any unforeseen occurrence beyond Stantec's reasonable control. In such a case, Stantec will immediately notify the City by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence.
2. Neither the professional activities of Stantec, nor the presence of Stantec or its employees or subconsultants at the site, shall relieve the City, General Contractor(s) and any other entities 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 control over construction contractors or other entities or their employees in connection with their work or any health or safety precautions. Stantec shall be indemnified from liability for WWTRF safety except for the safety of personnel employed by Stantec.
3. Given the inherent difficulty of employing biological and chemical treatment processes to consistently convert a highly variable community waste influent into a uniform highly regulated waste effluent, it is unreasonable to expect zero discharge violations, and fines and/or penalties are possible. Stantec agrees to employ its skill and best efforts to make the City's wastewater treatment plant produce an effluent that consistently meets NPDES permit requirements. However, the possibility of permit violations is inherent to the City's provision of community wastewater service and that inherent risk is not transferred to Stantec. Stantec will report to the City any conditions it becomes aware of that might result in violation of the City's NPDES permit.
4. Stantec cannot predict the reliability of the equipment and systems that comprise the WWTRF facilities and as such cannot predict, guarantee nor be responsible for the reliability of such processes or warrant their ability to meet the requirements of the City's NPDES Permit. Further, Stantec cannot accurately predict the future performance characteristics of the facilities nor their ability to meet permit requirements under variable conditions. Nor can Stantec predict variations in influent characteristic or the advent of legal or illegal discharges to the collection system that might interfere with the ability of the facilities to avoid sewage handling violations and meet NPDES Permit requirements.
5. As a condition to acceptance of this scope by Stantec, the City indemnifies Stantec, its officers, employees and subconsultants to the fullest extent permitted by law, from any and all liability, fines or penalties of any sort that result from any waste discharge or permit violations at the WWTRF, except those resulting from the negligence or willful misconduct of Stantec. Further, the City indemnifies Stantec, its officers, employees and subconsultants from and against any and all third

party claims or suits that are in any way connected with operation of the City's wastewater facilities except those caused by the negligent acts or willful misconduct of Stantec.

6. Stantec may from time to time recommend changes or improvements intended to improve facility performance and/or reliability. Stantec shall not be liable for WWTRF performance or its possible consequences if recommended improvements are not approved and funded by the City.
7. This scope to provide operations assistance does not include any warrantee or guarantee as to the performance of the City facilities now or in the future.
8. It is assumed that the City is responsible for formal coordination and compliance with Placer County in accordance with their mutual operation agreement. Stantec will support that agreement as appropriate through the course of normal operational practice.
9. Stantec is not responsible for tracking interagency reporting requirements except those requested which are coincident with operational tracking and reporting of wastewater infrastructure with the local Regional Water Quality Control Board.

Table 1 Operation Personnel

Name	Title	Hourly Billing Rate (FY 2022-2023)
Kasabasich, Tina	Administrative Specialist	\$100
Hengst, Gary	Chief Plant Operator	\$188
Gregory, Justin	Plant Operations Supervisor	\$145
Smith, Bo	Senior Plant Operator	\$133
Walker, Brett	Senior Plant Operator	\$126
Cain, Trey	Senior Plant Operator	\$133
Ortman, Russ	Plant Operator	\$110
Steer, Joe	Regional Pipeline Supervisor	\$126
Picazo-Soto, Joseph	Plant Maintenance Technologist	\$110
Faria, Kary	Operator in Training	\$110
Gillming, Lance	Instrumentation/Mechanical Supervisor	\$139
Ramsay, Greg	Senior Plant Maintenance Technologist (Part-time as needed)	\$121
Schmitz, Howard	Operations Specialist (Part-time as needed)	\$158

WWTRF Operating Budget

City of Lincoln Wastewater Treatment and Reclamation Facility WWTRF Operation and Maintenance Budget FY 2022-23	Actual	Actual	Actual	Actual	WWTRF Adopted Budget	Budget Variance Actual Expenditures	WWTRF Adopted Budget (with midyear budget adjustment)	WWTRF Proposed Budget	Proposed Budget Change	Budgetary Comments
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2020-21	FY 2020-21	FY 2021-22	FY 2022-23	FY 21-22 to FY 22-23	
DIRECT PERSONNEL (Stantec O&M Labor)										
Reg Labor Direct (220.000)	\$2,284,476	\$2,218,123	\$2,285,345	\$2,225,197	\$2,547,434	-12.6%	\$2,609,080	\$2,589,576	-0.7%	Stantec Labor for General Operation and Maintenance of the WWTRF
Over Time (220.001)	\$43,159	\$38,581	\$38,602	\$37,780	\$85,000	-55.6%	\$85,000	\$85,000	0.0%	Call-outs and other overtime as needed.
Standby Pay (220.006)		\$17,520	\$17,568	\$17,328	\$18,000	-3.7%	\$18,000	\$18,000	0.0%	Standby Pay for being on call (\$48/day)
R&R Labor(220.007)		\$34,401	\$90,777	\$36,865	\$20,000	84.3%	\$11,000	\$10,000	-9.1%	Stantec labor used to complete Category A and B Repair and Replacement (R&R) projects as detailed in the COJA
DIRECT PERSONNEL (Stantec Engineering Labor)										
Groundwater Testing Labor (220.004)	\$4,824	\$7,746	\$9,544	\$10,294	\$8,000	28.7%	\$10,000	\$11,000	10.0%	Analysis of quarterly ground water sampling and reporting results.
Planning and Reporting Engineering Services (220.003)	\$32,269	\$95,022	\$205,099	\$303,686	\$296,000	2.6%	\$175,000	\$180,000	2.9%	General City and Regional board reports 30k, Salinity Evaluation and Minimization Plan 10k, Report of Waste Discharge 50k, new Master Reclamation permit 30k, Pivot relocation study 30k, Contingency 30k.
Sub Total	\$2,364,727	\$2,411,392	\$2,646,934	\$2,631,149	\$2,974,434	-11.5%	\$2,908,080	\$2,893,576	-0.5%	
WWTRF DIRECT EXPENSES										
Operating Supplies	\$10,295	\$14,814	\$16,674	\$18,492	\$15,000	23.3%	\$17,000	\$18,500	8.8%	Routine operating supplies
Maintenance Supplies	\$20,053	\$23,108	\$20,568	\$22,832	\$20,000	14.2%	\$22,000	\$23,000	4.5%	Routine maintance supplies
Chemicals	\$434,427	\$327,868	\$328,006	\$322,652	\$400,000	-19.3%	\$400,000	\$475,000	18.8%	Centrifuge polymer, DAF polymer, filter sand, sulfuric acid and bleach for filter cleaning and new reclaim disinfection.
Laboratory Supplies	\$36,373	\$37,552	\$30,286	\$30,909	\$45,000	-31.3%	\$40,000	\$10,000	-75.0%	Routine Laboratory Supplies
Outside Lab Services	\$33,014	\$37,259	\$37,758	\$73,917	\$50,000	47.8%	\$95,000	\$125,000	31.6%	Possible accelerated monitoring for chronic toxicity, and other routine outside lab testing. 45k for weekly Covid testing, 50k for lab testing previously performed onsite, other permit required testing.
Safety Supplies	\$3,501	\$4,579	\$2,925	\$4,197	\$5,000	-16.1%	\$5,000	\$5,000	0.0%	Routine safety supplies
Repair Parts	\$491,951	\$139,128	\$106,282	\$124,433	\$150,000	-17.0%	\$150,000	\$170,000	13.3%	Includes any routine repair part not otherwise categorized from pumps to electronic componets.
Outside Services	\$210,343	\$289,977	\$194,671	\$213,230	\$250,000	-14.7%	\$250,000	\$270,000	8.0%	Miscellaneous outside services such as major leak repairs, third party instrument maintenance, routine weed and pest control, janitorial, minor pump repairs, etc.
Equipment Rental-Outside	\$473	\$87	\$577	\$42	\$1,500	-97.2%	\$1,500	\$1,500	0.0%	Occasional rental of heavy equipment and miscellaneous equipment as needed
Telephone	\$4,550	\$4,900	\$4,550	\$4,400	\$5,400	-18.5%	\$5,000	\$5,000	0.0%	Partial cell phone reimbursement (10 staff @ \$50/month each) for operators and plant mechanics. Used for daily communications and call outs
Postage & Freight	\$910	\$341	\$190	\$448	\$1,000	-55.2%	\$1,000	\$1,000	0.0%	Covers the cost of equipment shipping/returns and PO Box rental
Vehicle Expense	\$1,113	\$1,657	\$1,092	\$581	\$2,000	-70.9%	\$2,000	\$2,000	0.0%	Reimbursable travel expense for City businss.
Utilities/Plant Diesel Fuel	\$0	\$3,426	\$661	\$7,055	\$5,000	41.1%	\$5,000	\$7,000	40.0%	Standby generator and non-highway use desiel equipment
Uniform Expense	\$9,987	\$11,095	\$11,286	\$12,051	\$13,000	-7.3%	\$13,500	\$15,000	11.1%	Laundry service for 11 staff uniforms, entry mats and shop rags
Tools	\$1,610	\$0	\$2,219	\$2,278	\$2,000	13.9%	\$2,000	\$2,500	25.0%	Misc. tools
Capital Items (material and any external labor)	\$48,480	\$10,445	\$86,195	\$0	\$0	0.0%	\$0	\$0	#DIV/0!	Covered in City CIP Budget
Taxes & Licenses	\$6,364	\$11,250	\$3,973	\$8,433	\$15,000	-43.8%	\$12,000	\$8,000	-33.3%	EPA, Placer Air Pollution Permits
Training	\$2,686	\$3,622	\$1,259	\$810	\$7,000	-88.4%	\$5,000	\$5,000	0.0%	Miscellaneous technical and safety related training.
Computer Expense	\$2,214	\$5,198	\$706	\$3,842	\$2,500	53.7%	\$3,000	\$3,500	16.7%	Miscellaneous computer expenses
Ground Water Monitoring	\$14,645	\$13,481	\$12,582	\$20,597	\$15,000	37.3%	\$15,000	\$16,000	6.7%	Ground water monitoring lab costs
Biosolids Disposal	\$277,855	\$318,845	\$296,893	\$452,523	\$340,000	33.1%	\$530,000	\$675,000	27.4%	Includes transportation and increased landfill tipping fees
Membership & Certificates	\$2,747	\$2,605	\$6,130	\$1,925	\$3,000	-35.8%	\$5,000	\$5,000	0.0%	CWEA and other WW Certificate Renewals
UV Maintenance	\$54,951	\$83,870	\$39,017	\$51,094	\$75,000	-31.9%	\$75,000	\$75,000	0.0%	Routine bulb and ballast replacements along with other UV repair parts.
IPP Program Expenses	\$30,725	\$29,913	\$14,302	\$38,685	\$35,000	10.5%	\$0	\$0	#DIV/0!	Third party consultant is now hired directly through the City and County to sample, compile data, perform inspections and report as required.
R&R Outside Labor and Expenses (220.007)		\$453,671	\$368,235	\$235,230	\$303,000	-22.4%	\$167,000	\$670,000	301.2%	Category A and B Repair and Replacement (R&R) projects as detailed in the COJA
City Contingency								\$100,000	0.0%	Undefined Projects due to aging infrastructure and capacity limits.
Sub Total	\$1,699,267	\$1,828,692	\$1,587,037	\$1,650,657	\$1,760,400	-6.2%	\$1,821,000	\$2,688,000	47.6%	
WWTRF Total	\$4,063,994	\$4,240,084	\$4,233,971	\$4,281,806	\$4,734,834	-9.6%	\$4,729,080	\$5,581,576	18.0%	