



BISHOP AREA WASTEWATER AUTHORITY BOARD OF DIRECTORS SPECIAL MEETING

**City Council Chambers - 301 West Line Street - Bishop, California
THURSDAY, FEBRUARY 29, 2024 - 8:00 AM**

NOTICE TO THE PUBLIC: Please be advised this meeting is accessible to the public in person or on the City of Bishop website. In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in this meeting, please contact the City Clerk at 760-873-5863 Extension 124. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

The public is encouraged to participate or observe this meeting by:

1. Attending this meeting in person at the City of Bishop City Council Chambers located at 301 West Line Street in Bishop, California.
2. Observing this meeting live from the City of Bishop website at: https://us02web.zoom.us/webinar/register/WN_e_W0L1k5QsOHb6sfx_WDGg

Public comments may be made:

1. In person: Live at the meeting. Members of the public desiring to speak on a matter appearing on the agenda should ask the Chair for the opportunity to be heard when the item comes up for Commission consideration. Comments for all agenda items are limited to a speaking time of three minutes.
2. In writing: Please email publicworks@cityofbishop.com and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 3:00 p.m. the day before the meeting will be emailed to the Board of Directors and included as an attachment under the Agenda's Item Number as "Public Comment" prior to the meeting. You may also hand deliver public comments to the City drop/payment box located at the Church Street entrance to City Hall on or before the deadline noted above.

Any writing that is a public record that relates to an agenda item for open session distributed less than 72 hours prior to the meeting will be available for public inspection at City Hall, 377 West Line Street, Bishop, California during normal business hours. Government Code § 54957.5(b)(1). Copies will also be provided at the appropriate meeting.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in this meeting, please contact the City Clerk at 760-873-5863 Extension 124. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC COMMENT: NOTICE TO THE PUBLIC:** See modified public comment procedure above. Under California law the Board of Directors is prohibited from generally discussing or taking action on items not included in the agenda; however, the Board of Directors may briefly respond to comments or questions received from members of the public. Therefore, the Board of Directors will be provided with all public comments but will not generally discuss the matter or take action on it.
5. **CONSENT CALENDAR NOTICE TO THE PUBLIC:** All matters under the Consent Calendar are considered routine by the Authority and will be acted on by one motion.
 - A. **Bishop Area Wastewater Authority Meeting Minutes**
[January 16, 2024 - Minutes](#)
6. **NEW BUSINESS**
 - A. **Professional Services Agreement with Willdan for On-Call Services**
Recommended Action: Execute the professional services agreement with Willdan Engineering for Administration Assistance in the not-to-exceed amount of \$31,100 and redirect funds from the 006 Future Capital line item to 003 Professional Services to cover the cost within the current fiscal year budget.
[BAWA_Willdan Administrator Services PSA](#)
[23-24 Budget Adjusted](#)
 - B. **A Resolution Relating to Authorizing the City of Bishop to Submit a Financial Assistance Application with the State Water Resources Control Board**
Recommended Action: The Board to approve a resolution relating authorizing the City of Bishop to submit a financial assistance application with the State Water Resources Control Board (by title only).
[No. 2024-\(xx\) Authorizing Resolution for CWSRF 2024 02 29](#)
7. **STAFF AND BOARD REPORTS**
8. **ADJOURNMENT:** The next regularly scheduled meeting of the Bishop Area Wastewater Authority will be [MONTH, DAY, YEAR], at 8:00 a.m. in the Bishop City Council Chambers, 301 West Line Street, Bishop.

BISHOP AREA WASTEWATER AUTHORITY
BOARD OF DIRECTORS
MEETING MINUTES
January 16, 2024

1. CALL TO ORDER

Chair Pachucki called the Bishop Area Wastewater Authority Board of Directors Meeting to order at 8:02 a.m. in the City Council Chambers, 301 West Line Street, Bishop, California in-person and via Zoom.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Board Member Schwartz

3. ROLL CALL

Present:

Chair Pachucki
Vice Chair Muchovej
Board Member Stone
Board Member Schwartz

Absent:

None

Others Present:

Nora Gamino, Authority Administrator
Michele Rhew, Authority Secretary
Ward Simmons, Legal Counsel via Zoom
Deston Dishion, City of Bishop Administrator
Jennifer Krafcheck, Eastern Sierra Community Service District
Steve Nixon, Eastern Sierra Community Service District
Gary Milici, City of Bishop
Sandra Warlie, Bishop Paiute Tribe
Gloriana Bailey, Bishop Paiute Tribe

4. PUBLIC COMMENT: NOTICE TO THE PUBLIC: See modified public comment procedure above. Under California law the Board of Directors is prohibited from generally discussing or taking action on items not included in the agenda; however, the Board of Directors may briefly respond to comments or questions received from members of the public. Therefore, the Board of Directors will be provided with all public comments but will not generally discuss the matter or take action on it.

Gloriana Bailey, Bishop Paiute Tribe, requested to be on the Bishop Area Wastewater Authority Board.

There were no additional public comments received.

5. CONSENT CALENDAR – NOTICE TO THE PUBLIC: All matters under the Consent Calendar are considered routine by the Authority and will be acted on by one motion.
 - a. Board of Directors of the Bishop Area Wastewater Authority Special Meeting Minutes – November 14, 2023

Chair Pachucki opened the item and asked for comments from the Board.

No comments were made.

Board Member Stone made a motion to approve the Consent Calendar and Board Member Schwartz seconded the motion. Motion approved 4-0.

Ayes: Vice Chair Muchovej, Board Members Schwartz and Stone, and Chair Pachucki
Noes: None

6. NEW BUSINESS

- a. Preliminary Engineering Report Professional Services Agreement with Lumos & Associates

Chair Pachucki opened the item and turned it over to Authority Administrator Gamino.

Gamino reviewed the item with the Board.

After minimal discussion, Vice Chair Muchovej made a motion to execute the professional services agreement with Lumos & Associates for the “BWA Preliminary Engineering Report” in the not-to-exceed amount of \$165,000 and redirect funds from the 006 Future Capital line item to 003 Professional Services to cover the cost within the current fiscal year budget and Board Member Schwartz seconded the motion. Motion approved 4-0.

Ayes: Vice Chair Muchovej, Board Members Schwartz and Stone, and Chair Pachucki
Noes: None

- b. Clean Water State Revolving Fund – Wastewater Planning Application

Chair Pachucki opened the item and turned it over to Authority Administrator Gamino.

Gamino reviewed the item with the Board. In closing of the review, Gamino asked the Board to let staff know whether to apply for the planning grant and if so, how to apply and under which entity.

After extensive discussion, the Board directed staff to apply for the planning grant under the City of Bishop.

7. STAFF AND BOARD REPORTS

Authority Administrator Gamino updated the Board regarding the Land Acquisition delay, the Lumos data request to the Paiute Tribe for a flow assessment, and the status of the search for a new administrator. An informal interview was conducted with Matthew Bullis of Willdan Engineering for the position. Gamino suggested a special meeting to be held once a proposal letter is received to approve a contract.

Sandra Warlie, Bishop Paiute Tribe, shared that the tribe is researching their historical data and have been in contact with Indian Health Services to assist with the information.

Vice Chair Muchovej referenced the Land Acquisition Gamino mentioned in her staff report and remarked that it would be advantageous to incorporate the land into city limits.

Muchovej suggested we agendaize extending the scope of BAWA regarding adding another board member.

Chair Pachucki shared that Eastern Sierra Community Service District has obtained a grant for two generators, one for their sewer plant and one for a lift station, and the plant generator will fire up today. Pachucki also commented on high surface/ground water in the area causing high flows to the sewer plants. Muchovej asked if the district or city has flow meters installed to determine where the infiltration may be coming from and Pachucki stated that there are no meters in place at this time and the district is moving ahead with a temporary flow assessment. Gamino shared that the city is looking at installing a permanent flow meter at the end of Clarke Street where all city flow consolidates before it crosses the canal. This location will give a good reading for city flow consolidation before the diversion connection point. Pachucki added that the district is looking at installing four permanent meters in the future.

No further reports were made.

9. ADJOURNMENT: The next regularly scheduled meeting of the Bishop Area Wastewater Authority Board of Directors will be April 16, 2024, at 8:00 a.m. in the Bishop City Council Chambers, 301 West Line Street, Bishop.

Chair Pachucki adjourned the meeting at 8:58 a.m. to the next regularly scheduled meeting on April 16, 2024.

Chair Pachucki

Michele Rhew, Authority Secretary



Agenda Item: 6.A
Date of Meeting: February 29, 2024
Department: Administration

STAFF REPORT

To: Bishop Area Wastewater Authority Board of Directors
From: Nora Gamino
Subject: **Professional Services Agreement with Willdan for On-Call Services**
Prepared On: February 23, 2024
Attachments: BAWA_Willdan Administrator Services PSA
23-24 Budget Adjusted

Background/History:

Administration services for BAWA are provided by the City of Bishop through an agreement executed November 13, 2020. Through this agreement, the City is appointed as the Administrator, and subsequently the City's Public Works Director is appointed to manage and administer the Authority.

The activities of BAWA have been increasing and requiring more time and effort on the part of the Administrator. The workload can no longer be a collateral duty of the City's Public Works Director without additional capacity. Direction was provided by the Board to seek external assistance to carry out the tasks of the Administrator. These tasks included, but are not limited to:

- Attend Board meetings (remotely is acceptable) and report on activities and recommend actions.
- Develop the BAWA board meeting agendas with board clerk and write staff reports for items on the agenda.
- Develop and manage the BAWA annual budget with input from City and ESCSD staff.
- Contact the appropriate staff at Lahontan Regional Water Quality Board and other regulatory agencies to verify that the Board is aware of the requirements of the regulatory agencies and make compliance recommendations.
- Engage with assigned City and ESCSD staff as necessary.
- Oversee the work of existing consultants to verify that their work meets the requirements and expectations of their agreements.
- Prepare draft requests for qualifications and/ or proposals for additional consultant work.
- Attend meetings such as Lahontan Regional Water Quality Board of State of California agencies as requested.

Analysis/Discussion:

Several options for increasing BAWA staff capacity were investigated. Those included hiring a retired annuitant, adding additional part-time staff to the City's payroll, and contracting with a

professional engineering firm who provides such services. The technical consultant that BAWA has consistently contracted with, Lumos & Associates, was not asked to assume Administrator Service duties as it would be a conflict of interest. However, they were asked to refer people who would be a good fit. One of their contacts was interested, but after an informal interview, it was mutually agreed that he did not have the knowledge of wastewater required for the job.

We received an additional reference from a past colleague for Mr. Matthew Bullis, a professional engineer employed by Willdan Engineering. Mr. Bullis's qualifications aligned very well with the purpose of BAWA and during an interview it was determined that Mr. Bullis would be an excellent fit for the duties of the position. During contract negotiations, it was determined that Mr. Bullis would serve under the current Administrator for at least 8 months, at which point the terms of the contract would be assessed. There is a possibility in the future that Mr. Bullis will assume the responsibility of Administrator, however this first 8 month period will serve as a trial period for both parties.

The initial cost of the agreement was determined by assuming an average of 5 hours per week for 8 months (32 weeks) with at least two 4-day trips, including travel, to Bishop. This amount will be an not-to-exceed amount for the duration of the initial 8 month term of the contract.

After the initial term has concluded, the terms and scope of this agreement will be reviewed and extended if deemed necessary by the Authority.

The City of Bishop's Public Works Director will administer the contract with Willdan, however it will be expected that both City and District staff is assigned to work directly with Mr. Bullis.

Economic Impacts:

None.

Budget Impacts:

This spending was not included in the 2023-2024 Fiscal Year Budget. However, a budget adjustment for line item 003 Professional Services has been presented to adjust for the approval of this professional services agreement.

Legal Review:

Authority Attorney Simmons has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:

Execute the professional services agreement with Willdan Engineering for Administration Assistance in the not-to-exceed amount of \$31,100 and redirect funds from the 006 Future Capital line item to 003 Professional Services to cover the cost within the current fiscal year budget.

Approved By: Nora Gamino - 02/26/2024

Approved By:

Approved By:

Approved By:

**BISHOP AREA WASTEWATER AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

On-Call Engineering & Administrative Services

This Agreement is made and entered into as of March 1, 2024 by and between the BISHOP AREA WASTEWATER AUTHORITY, a California joint powers authority (“Authority”), and WILLDAN ENGINEERING, INC., a corporation with its principal place of business at 2401 E. Katella Avenue, Anaheim, CA 92806 (“Consultant”). Authority and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

- A. Authority is a public agency of the State of California and is in need of professional services for as-needed engineering support and administrative services.
- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for Authority to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

Consultant promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Compensation

- a. Subject to paragraph 2(b) below, the Authority shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “A” and incorporated herein by this reference. The total aggregate compensation paid to Consultant under this Agreement shall not exceed the amount set forth in Section 2(b) below.

- b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of thirty-one thousand one hundred dollars (\$31,100), without written approval of Authority's Administrator. This amount is to cover all printing and related costs, and the Authority will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work

If changes in the work seem merited by Consultant or the Authority, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Authority by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Authority and executed by both Parties before performance of such services, or the Authority will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Authority.

5. Time of Performance

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Authority to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within reasonable timeframes as established by the Authority's Administrator. The initial term of this agreement will be through October 31, 2024. After the initial term has concluded, the terms and scope of this agreement will be reviewed and extended if deemed necessary by the Authority.

6. Delays in Performance

- a. Neither Authority nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of

a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemic or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders or rules to protect the public health, welfare and safety.

- b. Should such a Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.
- c. Notwithstanding the foregoing, the Authority may still terminate this Agreement in accordance with the termination provisions of this Agreement.

7. Compliance with Law

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. If required, Consultant shall assist the Authority, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
- c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions

stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of Authority. No employee or agent of Consultant shall become an employee of Authority. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Authority as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

11. Insurance

Consultant shall not commence work for the Authority until it has provided evidence satisfactory to the Authority it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Authority.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Contractual Liability with respect to this Agreement
 - (7) Property Damage
 - (8) Independent Consultants Coverage

- (iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
- (v) The policy shall give Authority, its officials, officers, employees, agents and Authority designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Authority.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) The policy shall give Authority, its officials, officers, employees, agents and Authority designated volunteers additional insured status.
- (iv) Subject to written approval by the Authority, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Authority as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

- (i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.
- (ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in

accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions). At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Authority and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer’s Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

- f. Evidence Required. Prior to execution of the Agreement, the Consultant shall file with the Authority evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.
- g. Policy Provisions Required
- (i) Consultant shall provide the Authority at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Authority at least ten (10) days prior to the effective date of cancellation or expiration.
 - (ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Authority or any named insureds shall not be called upon to contribute to any loss.
 - (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
 - (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar

written express waivers and insurance clauses from each of its subconsultants.

- (v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Authority and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

h. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the Authority, which satisfy the following minimum requirements:

- (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.
- (iii) The Authority may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (iv) Neither the Authority nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

- j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Authority that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Authority as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Authority may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification

- a. To the fullest extent permitted by law, Consultant shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.
- b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements

- a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8 Section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works"

and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

- b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Authority. Consultant shall defend, indemnify and

hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Inyo, State of California.

16. Termination or Abandonment

- a. Authority has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Authority shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Authority shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Authority and Consultant of the portion of such task completed but not paid prior to said termination. Authority shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Authority only in the event of substantial failure by Authority to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Authority.

18. Organization

Consultant shall assign Mr. Matthew Bullis, PE as engineer providing services under this agreement. The Project Manager assigned shall be Mr. Doug Wilson, PE. Neither Mr. Bullis or Mr. Wilson shall not be removed from the Project or reassigned without the prior written consent of the Authority. The Authority shall assign the City of Bishop's Public Works Director to manage this agreement.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

AUTHORITY:
Bishop Area Wastewater Authority
377 West Line Street
Bishop, California 93514
Attn: Nora Gamino

CONSULTANT:
Willdan Engineering, Inc.
2014 Tulare Street, Suite 515
Fresno, CA 93721
Attn: Mr. Doug Wilson, P.E.

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and the Consultant.

22. Equal Opportunity Employment

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Authority and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Authority. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

28. Authority's Right to Employ Other Consultants

Authority reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has

it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN
BISHOP AREA WASTEWATER AUTHORITY
AND LUMOS & ASSOCIATES, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**BISHOP AREA WASTEWATER
AUTHORITY**

Approved By:

WILLDAN ENGINEERING, INC.

Approved By:

Nora Gamino
BAWA Administrator

Adel M. Friej, PE
Director of Engineering

Approved as to Form:

Ward Simmons, Best Best & Krieger LLP
BAWA General Counsel

Attested By:

Board Clerk

EXHIBIT A

Scope of Services & Fee Schedule

Willdan Engineering

Approved Proposal Dated: January 25, 2024

January 25, 2024

Ms. Nora Gamino
Administrator
Bishop Area Wastewater Authority
377 West Line Street
Bishop, CA 93514

Subject: Administration Assistance

Dear Ms. Gamino:

Willdan Engineering (Willdan) is pleased to submit this proposal to provide administration assistance services to the Bishop Area Wastewater Authority (BAWA). It is our understanding that the City of Bishop and the Eastern Sierra Community Services District each own wastewater facilities that have been in operation for many years. We also understand that the existing facilities are resulting in excess Nitrogen being released. BAWA is planning improvements to protect the groundwater quality.

We understand that the City of Bishop Public Works Director has been appointed as the Administrator of BAWA, along with the ongoing responsibilities as the Public Works Director. As the workload has been increasing, it has become apparent that additional support is desirable.

Willdan is pleased to offer the services of Mr. Matt Bullis, PE, (resume attached) to provide the as-needed engineering support services. Matt has extensive experience in providing municipal engineering services and he specializes in water and wastewater systems. He has worked at various levels during his career, including serving as a City Public Works Director. Mr. Bullis will be supported by Mr. Doug Wilson, PE, who will serve as the Project Manager. Mr. Wilson has served in similar roles during his 20 years with Willdan and is familiar with the Bishop area having served as the Interim Public Works Director for Inyo County on two occasions.

SCOPE OF WORK

Willdan will provide the following general engineering services:

- Report to the Board of the Bishop Area Wastewater Authority (BAWA), attend Board meetings, generally remotely, and report on activities and recommend actions.
- Develop the BAWA board meeting agendas with board clerk and write staff reports for items on the agenda.
- Develop and manage the BAWA annual budget with input from City and ESCSD staff.

- Contact the appropriate staff at Lahontan Regional Water Quality Board and other regulatory agencies to verify that the Board is aware of the requirements of the regulatory agencies and make compliance recommendations.
- Engage with assigned City and ESCSD staff as necessary.
- Oversee the work of existing consultants to verify that their work meets the requirements and expectations of their agreements.
- Prepare draft requests for qualifications and or proposals for additional consultant work.
- Attend meetings such as Lahontan Regional Water Quality Board of State of California agencies as requested.
- Provide additional services of the Administrator of the BAWA as requested and schedules can be coordinated.

FEE

Willdan understands that most of the work for this assignment can be done remotely. The hourly rate for Mr. Bullis' time will be at a discounted billing rate of \$165. In addition, when Matt needs to travel to Bishop, travel time and lodging expenses will be invoiced. All additional services will be invoiced per the attached Willdan's Schedule of Hourly Rates.

Please indicate the BAWA's approval and authorization to proceed by either printing out and signing two originals and returning one hard copy original to our office, or by scanning one signed original and returning it by email.

Thank you for giving us the opportunity to assist the Bishop Area Wastewater Authority. If you have any questions or desire any additional information, please contact Doug Wilson at 559.901.9000 or dwilson@willdan.com

Respectfully submitted,

Approval and Authorization to Proceed By:

WILLDAN ENGINEERING

BISHOP AREA WASTEWATER AUTHORITY



Adel M. Freij, PE
Director - Engineering

Signature

Date

910005\WW.00.30\P24-019R1_26029



Matthew L. Bullis, PE

Senior Engineer III

Profile Summary

Education:	▪ BS, Civil Engineering, California State University, Fresno
Registration:	▪ Civil Engineer, California No. 40556
Experience:	40 Years

Mr. Matthew Bullis has over 40 years of civil engineering experience in project management, design of roadways, bridges, airports, dams, tunnels, power generation facilities, wastewater treatment plants, buildings, and infrastructure projects. As a Public Works Director, he has been involved with all aspects of City municipal operations including the maintenance and operation of water, sewer, storm drain and wastewater systems, street and building maintenance, public works administration, capital project management, construction inspection and utility infrastructure planning.

Relevant Project Experience

City of Madera, CA. Senior Engineer. Mr. Bullis serves as project manager within the City's Engineering Department where he manages Water, Sewer, and Wastewater capital projects. The work included coordinating assigned activities with consultants, contractors, government representatives, grant oversight, contract administration, budgets, and project schedules.

AM Consulting Engineers, Fresno, CA. Senior Engineer. AMCE provided engineering services to various small Cities throughout the Central Valley. Mr. Bullis provided Plan Check and Construction Management services for the Groveland Utility District, the Cities of Huron and Orange Cove. The work included coordinating assigned activities with consultants, contractors, government representatives, contract administration, and project schedules.

City of Fresno, CA. Capital Project Engineer. Mr. Bullis served as project manager within the City's Department of Public Utilities where he managed State Prop 1 Grant programs; Water and Wastewater capital projects; Computerized Maintenance Management System upgrades and Infrastructure Master Plan activities. The work included coordinating assigned activities with consultants, contractors, government representatives, grant oversight; contract administration, managing budgets and project schedules.

ASCE Consulting Engineers, Oakland, CA. Senior Engineer. Mr. Bullis provided construction management services for roadway, wastewater, and transit improvement projects throughout California. Mr. Bullis' background includes expertise in inspection of underground utilities, roadway, transit, wastewater treatment and water systems.

Provost & Pritchard, Visalia, CA. Senior Engineer. Mr. Bullis served as the lead Senior Civil Engineer on the design of capital improvement projects for local agencies. Work included acting as a liaison to the agencies, sub consultant oversight and design coordination.

Tulare County RMA. Deputy Assistant Director. Mr. Bullis served as the manager in charge of the airport, transit, traffic signals, signage, road maintenance, roadway and bridge design, utility and subdivision plan checking, water and sewer districts. He supervised a staff of 150 employees including field construction crews, para-professionals and 10 registered civil engineers. Mr. Bullis developed a new 5-Year Capital Improvement Program for the County that included 57 projects and a \$215 million expenditure budget, and served as the Deputy Assistant Director, providing program guidance to the Program managers and Resident Engineers in-charge of constructing over the construction of County project manager for the \$1 million Sequoia Field Airport Hanger and Taxi-Lane Expansion project. In addition, he is familiar with Federal Highway Administration regulations concerning project funding programs, roadway maintenance and design.

City of Madera, CA. Public Works Director. Mr. Bullis, the Public Works Director for the City of Madera (population 62,500), was in charge of \$31 million budget with 73 full-time employees. Mr. Bullis provided supervision over the maintenance and operation of streets, water, sewer, wastewater treatment, traffic signals, signage, buildings and solid waste collection. Mr. Bullis received considerable accolades for eliminating the persistent winter flooding issues in town. He also managed the water meter program, which replaced or installed new Automatic Meter Reading (AMR) water meters to all 16,000 residential water connections in town. In addition, Mr. Bullis provided project management for the installation of three new water wells and the \$32M wastewater treatment plant expansion. During this tenure, Mr. Bullis held Water Distribution (D-2), Water Treatment (T-2) and Sanitary Sewer licenses (currently inactive) from the State of California Department of Public Health.

City of Madera, CA. Deputy City Engineer. Mr. Bullis served as the project manager for the \$109 million Capital Improvement Program (CIP). He developed the City's first ever 5-Year CIP. He also served as the City liaison to the Madera County Transportation Authority, and gained extensive experience in federal and state funding programs. As the manager of the solid waste operations, he successfully negotiated new compliance orders with the State Integrated Waste Management Board and implemented new commercial, residential recycling programs and construction and demolition debris management programs in compliance with state guidelines. By changing current operational practice, he saved the City over \$1 million annually in solid waste collection fees allowing the City to reduce rates by 32 percent to residents.

Mr. Bullis also served as the co-chair for the implementation of Measure T, the 20-year ½ cent sales tax initiative that generated \$213 million for road maintenance funds for Madera, Chowchilla, and Madera County. He received achievement awards from both agencies for this work.

City of Fresno, CA. Street Maintenance Supervisor. Mr. Bullis was the field supervisor for concrete crews that installed new sidewalks, wheelchair ramps and curb/gutter damaged by street trees. He was responsible for the installation of curb/gutters and paving through the City's Neighborhood Improvement Program. Under his supervision, City crews poured 6,000 CY of concrete yearly and completed over 140 miles of new sidewalk and curb/gutter over a six-year period. In addition, he resolved customer complaints, managed all aspects of the field operations, including yearly project scheduling, safety programs, employee training and job performance reviews.

City of Fresno, CA. Professional Engineer. Mr. Bullis served as the project manager in the Department of Public Works where he oversaw outside vendor consultant contracts and the design of roadway, traffic signal, building renovation and bridge design projects. His role included engineering design, contract administration, managing budgets and project schedules. He also supervised a staff of four technicians, who prepared subdivision agreements, performed subdivision map checking, and reviewed housing development permits.

Twining Laboratories, Modesto, CA. Engineering Manager. Mr. Bullis was a manager for engineering company that provided environmental remediation services and construction inspection services for commercial and residential construction projects. During this tenure he managed a 12-man staff of engineers, geologists and technicians and expanded services throughout northern California thereby increasing sales by 400%.

Valley Engineers, Fresno, CA. Construction Engineer. Mr. Bullis was a construction engineer/estimator on underground pipe utility installations for Pacific Gas and Electric Company throughout northern California. His expertise includes construction



Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$77	Assistant Code Enforcement Officer	\$103	Labor Compliance Specialist	\$139
Technical Aide II	\$100	Code Enforcement Officer	\$118	Labor Compliance Manager	\$174
Technical Aide III	\$120	Senior Code Enforcement Officer	\$139	Utility Coordinator	\$167
CAD Operator I	\$126	Supervisor Code Enforcement	\$168	Office Engineer I	\$140
CAD Operator II	\$146	Plans Examiner Aide	\$110	Office Engineer II	\$159
CAD Operator III	\$162	Plans Examiner	\$168	Assistant Construction Manager	\$152
GIS Analyst I	\$164	Senior Plans Examiner	\$184	Construction Manager	\$176
GIS Analyst II	\$180	Assistant Construction Permit Specialist	\$118	Senior Construction Manager	\$191
GIS Analyst III	\$191	Construction Permit Specialist	\$124	Resident Engineer I	\$198
Environmental Analyst I	\$140	Senior Construction Permit Specialist	\$146	Resident Engineer II	\$206
Environmental Analyst II	\$157	Supervising Construction Permit Specialist	\$154	Project Manager IV	\$223
Environmental Analyst III	\$166	Assistant Building Inspector	\$139	Deputy Director	\$231
Environmental Specialist	\$180	Building Inspector	\$154	Director	\$237
Designer I	\$168	Senior Building Inspector	\$168	INSPECTION SERVICES	
Designer II	\$174	Supervising Building Inspector	\$184	Public Works Observer **	\$125
Senior Designer I	\$184	Inspector of Record	\$196	Public Works Observer ***	\$151
Senior Designer II	\$193	Deputy Building Official	\$196	Senior Public Works Observer**	\$136
Design Manager	\$191	Building Official	\$198	Senior Public Works Observer ***	\$151
Senior Design Manager	\$198	Plan Check Engineer	\$192	MAPPING AND EXPERT SERVICES	
Project Manager I	\$177	Supervising Plan Check Engineer	\$194	Survey Analyst I	\$143
Project Manager II	\$197	Principal Project Manager	\$227	Survey Analyst II	\$164
Project Manager III	\$207	Deputy Director	\$231	Senior Survey Analyst	\$187
Project Manager IV	\$223	Director	\$237	Supervisor - Survey & Mapping	\$197
Principal Project Manager	\$227	PLANNING		Principal Project Manager	\$227
Program Manager I	\$197	CDBG Technician	\$82	LANDSCAPE ARCHITECTURE	
Program Manager II	\$209	CDBG Specialists	\$98	Assistant Landscape Architect	\$146
Program Manager III	\$228	CDBG Analyst	\$116	Associate Landscape Architect	\$168
Assistant Engineer I	\$137	CDBG Coordinator	\$144	Senior Landscape Architect	\$184
Assistant Engineer II	\$153	CDBG Manager	\$174	Principal Landscape Architect	\$195
Assistant Engineer III	\$161	Housing Programs Coordinator	\$144	Principal Project Manager	\$227
Assistant Engineer IV	\$170	Planning Technician	\$123		
Associate Engineer I	\$179	Assistant Planner	\$154		
Associate Engineer II	\$186	Associate Planner	\$168		
Associate Engineer III	\$190	Senior Planner	\$191		
Senior Engineer I	\$194	Principal Planner	\$198		
Senior Engineer II	\$198	Planning Manager	\$211		
Senior Engineer III	\$201	Deputy Director	\$231		
Senior Engineer IV	\$204	Director	\$237		
Supervising Engineer	\$209	ADMINISTRATIVE			
Traffic Engineer I	\$209	Administrative Assistant I	\$95		
Traffic Engineer II	\$223	Administrative Assistant II	\$114		
City Engineer I	\$223	Administrative Assistant III	\$133		
City Engineer II	\$227	Project Accountant I	\$107		
Deputy Director	\$231	Project Accountant II	\$125		
Director	\$237	Project Controller I	\$133		
Principal Engineer	\$257	Project Controller II	\$150		

** For Non-Prevailing Wage Project *** For Prevailing Wage Project
Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

Rev V02 05.12.2023

FY 2023 - 2024 BAWA Budget

Discription	Adopted	Adjusted	Difference
001 Legal Fees	\$ 6,000.00	\$ 6,000.00	\$ -
Counsel - Legal Fees	\$ 6,000.00	\$ 6,000.00	\$ -
002 Insurance	\$ 750.00	\$ 750.00	\$ -
Liability	\$ 750.00	\$ 750.00	\$ -
003 Professional Services	\$ 189,730.00	\$ 220,830.00	\$ 31,100.00
Inyo Register (Advertisements)	\$ 50.00	\$ 50.00	\$ -
CBT (Web Hosting)	\$ 180.00	\$ 180.00	\$ -
GIS Support (Inyo County)	\$ 300.00	\$ 300.00	\$ -
Consultant Fees (Flow Assesment - Lumos)	\$ 6,500.00	\$ 6,500.00	\$ -
Other Consultant Fees	\$ 181,500.00	\$ 181,500.00	\$ -
Granicus Software	\$ 1,200.00	\$ 1,200.00	\$ -
Administration Assistance	\$ -	\$ 31,100.00	\$ 31,100.00
004 Staff Time	\$ 28,300.00	\$ 28,300.00	\$ -
Administrator	\$ 20,000.00	\$ 20,000.00	\$ -
Treasurer / Controller	\$ 5,000.00	\$ 5,000.00	\$ -
Board Clerk	\$ 3,300.00	\$ 3,300.00	\$ -
005 Permitting Fees	\$ -	\$ -	\$ -
SWRCB (Water Board) - Permit Fees	\$ -	\$ -	\$ -
006 Future Capital	\$ 530,400.00	\$ 499,300.00	\$ (31,100.00)
DWP Acquisition	\$ 530,400.00	\$ 499,300.00	\$ (31,100.00)
TOTALS	\$ 755,180.00	\$ 755,180.00	\$ -

*FY 2023-24 budget was **adopted** 7/18/2023

*Budget adjustment approved 11/14/2023

*Budget adjustment approved 1/16/2024



Agenda Item: 6.B
Date of Meeting: February 29, 2024
Department: Administration

STAFF REPORT

To: Bishop Area Wastewater Authority Board of Directors
From: Nora Gamino
Subject: **A Resolution Relating to Authorizing the City of Bishop to Submit a Financial Assistance Application with the State Water Resources Control Board**
Prepared On: February 26, 2024
Attachments: No. 2024-(xx) Authorizing Resolution for CWSRF 2024 02 29

Background/History:

The State Water Resources Control Board (SWRCB) has several financing and funding programs for water and wastewater projects. The Clean Water State Revolving Fund (CWSRF) can fund wastewater facilities from planning to construction. Primarily, the program finances projects with low interest loans, however small, disadvantaged communities may be eligible for grants or principal forgiveness.

Upon request, the SWRCB Division of Finance (DFA) provided a formal determination of the disadvantaged status of BAWA. Unfortunately, the combined services areas of the District and the City do not qualify as a disadvantaged community. However, BAWA does qualify if the Tribe is included in the determination rather than just being in the sphere of influence. The formal determination from the DFA, which includes the Tribe, is valid through March 31, 2024.

There are two types of grant applications, planning and construction. The development of a combined wastewater treatment plant would be eligible for up to \$125,000 per household in funding, however funding is limited, and it is not likely that BAWA would be funded through the CWSRF for 100% of construction. The planning aspects, such as environmental compliance, plant design, and future governance structure of a combined plant, can all be included in the scope of a planning grant. Additionally, planning costs incurred prior to grant award, such as a Preliminary Engineering Report, could be eligible for reimbursement if accurate records are maintained.

Analysis/Discussion:

There is no more funding available this fiscal year. For consideration in next year's budget, the grant application would need to be submitted no later than March 2024. Decisions on funding would occur in late summer of 2024 and funds would be received by June 2025.

While regionalization and consolidation projects are high priorities for funding, the grants are typically managed through one of the two entities. The DFA recommended that the City or the

District be the applicant for the grant rather than BAWA. The City provides the administrative services, including fiscal accountability, for BAWA, therefore the BAWA Board of Directors agreed with the City taking the lead at their January 16, 2024 quarterly meeting.

As part of the application, an Authorizing Resolution is required to identify an Authorized Representative. The City of Bishop's Public Works Director also currently serves as the Administrator for BAWA. At the February 26, 2024 City Council meeting, a resolution was adopted identifying the City's Public Works Director as the Authorized Representative on the financial assistance application.

Economic Impacts:

None.

Budget Impacts:

None.

Legal Review:

Authority Attorney Simmons has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:

The Board to approve a resolution relating authorizing the City of Bishop to submit a financial assistance application with the State Water Resources Control Board (by title only).

Approved By: Nora Gamino - 02/26/2024

Approved By:

Approved By:

Approved By:

RESOLUTION NO. 2024-____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BISHOP AREA WASTEWATER AUTHORITY, AUTHORIZING THE CITY OF BISHOP TO SUBMIT A FINANCIAL ASSISTANCE APPLICATION WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE BISHOP AREA WASTEWATER TREATMENT PLANT PROJECT.

WHEREAS, on January 16, 2024, the Bishop Area Wastewater Authority convened as an established Joint Powers Authority to discuss the submittal of a financial assistance application with the State Water Resources Control Board under the Clean Water State Revolving Fund for the planning and design of the Bishop Area Wastewater Treatment Plant project; and

WHEREAS, at the January 16, 2024 Bishop Area Wastewater Authority Board of Director's meeting, the Board of Directors directed staff to submit an application through the City of Bishop as the applicant; and

WHEREAS, the City of Bishop provides administrative services, including fiscal accountability, for the Bishop Area Wastewater Authority; and

WHEREAS, the City of Bishop is eligible to submit applications for financial agreements from the State Water Resources Control Board; and

WHEREAS, on January 26, 2024, the City of Bishop adopted a resolution designating the City of Bishop's Public Works Director to serve as the Authorized Representative for a financial assistance application with the State Water Resources Control Board.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BISHOP AREA WASTEWATER AUTHORITY DOES RESOLVE AS FOLLOWS:

1. The City of Bishop will be the applicant, on behalf of the Bishop Area Wastewater Authority, for a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Bishop Area Wastewater Treatment Plant (the "Project")
2. The Public Works Director (the "Authorized Representative"), or designee, is hereby authorized and directed to sign and file, for and on behalf of the City of Bishop, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Bishop Area Wastewater Treatment Plant (the "Project").
3. The Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

4. The Authorized Representative, or his/her designee, is designated to represent the City of Bishop in carrying out the City of Bishop's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City of Bishop and compliance with applicable state and federal laws.

PASSED, APPROVED AND ADOPTED this 29th day of February 2024.

AYES:
NOES:
ABSENT:
ABSTAIN:

Walt Pachucki, Board Chair

ATTEST: _____
Michele Rhew, Board Secretary