

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and West Yost Associates ("Contractor") to provide 2021 Urban Water Management Plan as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: Terminates on: December 31, 2021

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 90,000

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms and Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

West Yost Associates, a California corporation

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Charles Duncan

2-25-2020

Authorized Signature

Date

Charles Duncan President & CEO

Printed Name and Title of Person Signing

2020 RESEARCH PARK DRIVE, SUITE 100 DAVIS, CA 95618

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Eliza Garza, City Clerk

APPROVED AS TO FORM:

John M. Luebberke, City Attorney

BY:

EXHIBIT A**STATEMENT OF WORK****1. Project Objectives**

The City of Stockton hereby invites bids to perform all work necessary for the 2020 Urban Water Management Plan.

2. Project Scope

The City of Stockton is a charter city incorporated in 1850. The City is the county seat of San Joaquin County and is located in California's San Joaquin Valley, 78 miles east of the San Francisco Bay Area, 337 miles north of Los Angeles and 40 miles south of Sacramento. The County bounded by Sacramento County to the north and by Stanislaus County to the south. Approximately 307,000 residents live in Stockton.

An Urban Water Management Plan is necessary for water agencies to be eligible for State water management grants and loans. As part of the Urban Water Management Plan, the Water Conservation Act of 2009 (Senate Bill X7-7) calls for a statewide per capita water use reduction of 20 percent by 2020 and requires water agencies to determine their baseline water use, an interim water use target, and a compliance water use target using one of four methodologies identified by the California Department of Water Resources.

3. Specifications

A UWMP that presents an accurate assessment of the City's water supplies and demands, is consistent with the City's other key water planning documents, and meets DWR's 2020 UWMP requirements and schedule:

1. Accurate description of demands and supplies must be accurately reflected in the UWMP:

Any Governor/government mandated drought water use reductions;

The City's population must be accurately estimated based on the most current census block data;

Connection, water production, water sales, and wholesale water deliveries must be gathered, quality controlled, and reported;

Project the City's dry year demands and supplies considering the latest experiences, provide a detailed current census block population analysis,

and update your water shortage contingency plan based on its effectiveness in 2020.

If possible, efficiently coordinate the demand and supply projections between City of Stockton UWMP and Stockton East Water District's SEWD's UWMP.

2. Consistency with the City's other planning efforts.

Pull relevant information from the other key water planning documents into the UWMP to provide consistency.

Develop a UWMP document the City will be able to use in future water system master plan updates.

Coordinate with Master Plan and Cost of Services Rate Study

Use a progressive review analysis -- one chapter at a time -- to get City staff buy-in and input through early review of the demand and supply chapters. This will allow the City early input on these two key chapters and help make certain the information in the UWMP document is consistent with the City's other planning efforts.

3. Acceptance by DWR and meet the new 2020 UWMP requirements.

Prepare a well written UWMP document that follows the DWR suggested document structure, clearly presents all of the required elements for DWR reviewers, leverages the knowledge of the UWMP from the DWR 2020 UWMP Guidebook.

Submit to DWR before the deadline.

Respond and correct if needed the comments provided by DWR.

Understand DWR's 2020 UWMP requirements and review process to develop a complete UWMP from the beginning.

4. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: <u>West Yost Associates</u>	City: City of Stockton
ATTN: Elizabeth Drayer	Attn: City Manager
6800 Koll Center PKWY, Suite 150	425 N. El Dorado Street
Pleasanton, CA 94566	Stockton, CA 95202

5. Key Personnel

**DELTA WATER TREATMENT PLANT
11373 N LOWER SACRAMENTO RD
STOCKTON, CA 95242**

6. Option to Renew.

NA

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

**Exhibit B:
Insurance Requirements for Consulting Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if Consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this

Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Consultant under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Consultant, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (note – applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Consultants shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Consultant shall include the following language in their agreement with Subcontractors: Subcontractors hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Consultant shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits.**

Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability.** No official or employee of City shall be personally liable

to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will

not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D**PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS**

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall 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 Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$ 90,000 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and E (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed 0 %.

2. **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

The Stockton Municipal Utilities Department (MUD) seeks to complete the 2020 Urban Water Management Plan for the MUD's Water Utility.

The 2020 Urban Water Management Plan is to meet requirements of the California Water Code and the guidelines of the California Department of Water Resources.

3. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton MUD Department
Attention: Delta Water Treatment Plant
11373 N Lower Sacramento RD
Lodi, CA 95424

EXHIBIT F**TIMELINE**

1. Consultant shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

Below are estimated start and completion dates. This list is NOT an all comprehensive list:

Task Name	Start	Finish
RFP Memo	Tue 10/1/19	Tue 10/29/19
RFP - 2020 Urban Water Management Plan	Wed 10/30/19	Tue 1/7/20
Staff Report	Wed 1/8/20	Tue 3/3/20
Council Approval	Tue 3/24/20	Tue 3/24/20
Sign Contract	Tue 3/31/20	Tue 3/31/20
Create PO	Tue 4/7/20	Tue 4/7/20
Kick Off meeting	Mon 6/1/20	Mon 6/1/20
Develop Draft UWMP Document	Tue 6/2/20	Mon 10/5/20
DWR finalizes the UWMP guidelines and checklist	Tue 10/6/20	Mon 12/28/20
City provides 2020 data (i.e. water production, no. of customers, water loss)	Tue 12/29/20	Mon 2/1/21
Internal staff review of UWMP document	Tue 2/2/21	Mon 3/8/21
Staff Report - Adopt 2020 UWMP	Tue 3/9/21	Mon 5/3/21
Council - Public Review/Adoption process (must follow Gov Code section 6066)	Tue 5/4/21	Tue 5/4/21
Adopted UWMP uploaded to DWR website	Wed 5/5/21	Tue 6/15/21

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

Subject:	Directive No. HR-15	Page No. 1 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

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III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
 2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
 3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made a term or condition of employment; or
 2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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- i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

- a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
- b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
- c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.
- V. INVESTIGATION PROCEDURES
- A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
 2. Unfounded: The investigation proved that the act(s) or omission(s)

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 13 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.
 - E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
 - F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 14 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

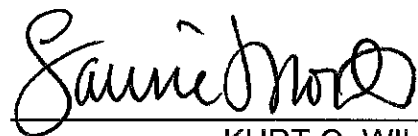
PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



KURT O. WILSON
CITY MANAGER

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CITY OF STOCKTON

2020 Urban Water Management Plan



PROPOSAL DOCUMENTS

- A) RFP – 2020 URBAN WATER MANAGEMENT PLAN
- B) PUR 19-038
- C) January 23, 2020

COMPANY NAME: West Yost Associates

CONTACT NAME: Elizabeth Drayer

ADDRESS: 6800 Koll Center Parkway, Suite 150
Pleasanton, CA 94566

TELEPHONE NUMBER: 925.461.6793

EMAIL: edrayer@westyost.com

CITY OF STOCKTON
REQUEST FOR **PROPOSAL (RFP)**

PROPONENT'S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at www.stocktonca.gov/MUDBid .
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

West Yost Associates

FIRM

2020 Research Park Drive, Suite 100, Davis CA 95618

ADDRESS

Charles Duncan

SIGNED BY

President and CEO

TITLE OR AGENCY

530.756.5905

TELEPHONE NO./FAX NO.

January 17, 2020

DATE

cduncan@westyost.com

E-MAIL ADDRESS

**NON-COLLUSION
AFFIDAVIT FOR INDIVIDUAL PROPONENT**

No. 1
STATE OF CALIFORNIA, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2
STATE OF CALIFORNIA, _____)ss.
County of Yolo _____)
(insert)

Charles Duncan _____ being first duly sworn, deposes and says: That they are the President and CEO of West Yost Associates a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.



(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

See attached jurat certificate

No. 3
STATE OF CALIFORNIA, _____)ss.
County of _____)
(insert)

each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership, designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

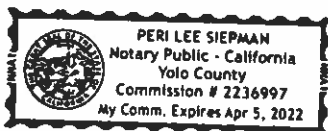


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Yolo

Subscribed and sworn to (or affirmed) before me on this 23rd day of January, 2020, by
Date Month Year



(1) Charles Thornbury Duncan

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: City of Stockton - Affidavit of Non Collision

Document Date: 1/23/2020 Number of Pages: 3

Signer(s) Other Than Named Above: n/a





January 23, 2020

City Clerk
 City of Stockton
 425 North El Dorado Street
 Stockton, CA 95202-1997

SUBJECT: 2020 Urban Water Management Plan for the City of Stockton (PUR 19-038)

Over the last several years, Urban Water Management Plans (UWMPs) have assumed a very important role in water supply planning and management for communities in California. UWMPs have become the foundational documents which cities and water agencies use to develop water supply assessments, demonstrate compliance towards required water use targets, and other key water supply reliability documents to support water service to adopted General Plans and established Spheres of Influence.

Development of the 2020 UWMPs comes at a pivotal time. Recent drought conditions resulted in unprecedented State mandates for water conservation, the passage of the Sustainable Groundwater Management Act of 2014, and 2018 legislation (SB 606 and AB 1668) which established guidelines for efficient water use with a goal of "Making Water Conservation a California Way of Life." These actions will impact all water suppliers and all water users in the State and must be addressed in the City of Stockton's (City's) 2020 UWMP. With the thriving economy statewide, the need for reliable water supplies to serve existing customers, as well as new development, is more critical than ever. Also, 2020 is the final compliance year for the per capita water use targets required by the Water Conservation Act of 2009 (SBx7-7). However, these issues also provide the City the opportunity to clearly identify the reliability of their existing supply sources and compare supplies to projected demands to determine if the City should seek additional water supply sources. Our work on the City's 2008 Water Master Plan and recent 2016 General Plan Update provides us with an understanding of the City's water system, its existing and future needs and the needed insight to address potential water supply concerns.

The Right Team – Success on the 2020 UWMP requires an experienced and effective project team that will collaborate with the City to prepare a meaningful 2020 UWMP that meets the California Water Code requirements, California Department of Water Resources guidelines, and the City's current and future water supply planning needs. West Yost Associates (West Yost) is the right team, consisting of uniquely-qualified individuals that know your system and have an extensive record of successfully preparing UWMPs.

Elizabeth Drayer will be the Project Manager and will be your direct point of contact with the West Yost team, responsible for directing the work of the West Yost project team and collaborating with City staff. Elizabeth has over 30 years of experience and has worked with several cities and water agencies on their UWMPs and SBx7-7 compliance, including the City of Modesto, City of Sacramento, City of Santa Rosa, and City of San Bruno. In 2015, Elizabeth served as West Yost's lead coordinator for the preparation of 2015 UWMPs and successfully led the West Yost team through the preparation of sixteen UWMPs, all of which were deemed complete by DWR without any required revisions or questions.

PROJECT MANAGER

Elizabeth Drayer, P.E.
 6800 Koll Center Parkway, Suite 150
 Pleasanton, CA 94566
 edrayer@westyost.com
 (925) 461-6793 direct
 (925) 426-2580 office

City of Stockton
 January 23, 2020
 Page 2

Working with Elizabeth on this project is a team with in-depth understanding of your water system and UWMP requirements: **Jim Connell** who will lead the development of the 2020 UWMP; **Amy Kwong** who will lead the SBx7-7 compliance task; and **Rhodora Biagtan** who will lead the update of the Demand Management Measures and the Water Shortage Contingency Plan. **Charles Duncan**, as Principal-in-Charge, will oversee the project to ensure that West Yost's resources are made available to meet your project's technical and schedule objectives, and **Polly Boissevain** will be responsible for Quality Assurance and Quality Control, and review all work products to ensure that all deliverables meet your needs and exceed your expectations.

The Right Approach – West Yost has prepared a project approach which includes a clear plan and focused methodology for completing the City's 2020 UWMP which provides an accurate description of the City's existing and projected future water demands and supplies, ensures consistency with the City's other planning efforts and meets the new 2020 UWMP requirements so that it is accepted by DWR. West Yost will prepare a 2020 UWMP for the City for submittal to DWR before the July 1, 2021 deadline which:

- Leverages our **knowledge and understanding** of the City's water supply and water system to efficiently prepare the City's 2020 UWMP
- Provides a **coordinated approach** to preparing the City's 2020 UWMP in conjunction with the DWR's anticipated release of the Guidebook for Preparation of the 2020 UWMPs
- **Maximizes and makes best use of City Staff's limited time**

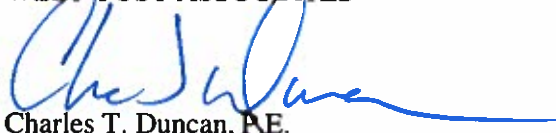
As Principal-in-Charge for this project and President of West Yost, I am authorized to commit the firm to contractual agreements. West Yost has reviewed the City's Standard Professional Services Agreement and found no major differences from our previous contract with the City, and we are very confident that we will be able to enter into an agreement with the City for this project. As requested in your RFP, our fee proposal is provided under separate cover in a separate sealed envelope.

This year marks West Yost Associates' 30th year of providing high-quality, responsive services to our clients and we are excited at the prospect of continuing our work with the City on this important project. We look forward to the opportunity to meet with you to further discuss our approach for completing your 2020 UWMP.

Please contact either Elizabeth at (925) 461-6793 or myself at (530) 792-3220 if you have any questions regarding our proposal, or would like additional information.

Sincerely,

WEST YOST ASSOCIATES



Charles T. Duncan, P.E.
 President and CEO

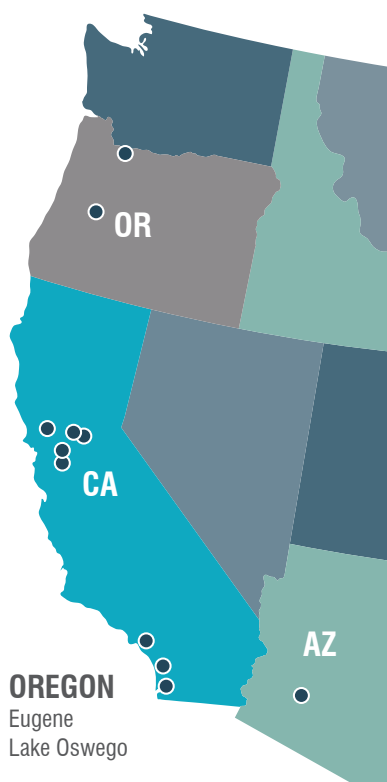


Elizabeth T. Drayer, P.E.
 Project Manager

CTD:ETD

Section 1.

Minimum Experience Qualifications Summary



- CALIFORNIA**
- Carlsbad
 - Concord
 - Davis (Corporate HQ)
 - Irvine
 - Pleasanton
 - Sacramento
 - San Diego
 - Santa Rosa

- ARIZONA**
- Phoenix



West Yost Associates (West Yost) is a water consulting engineering firm that was formed in 1990 to provide high-quality client services in water supply, wastewater, recycled water, groundwater, and stormwater. In these areas, we provide planning, design, construction management and program management services.

West Yost is employee-owned and has eleven California offices, two Oregon and one Arizona office. Our 180 staff members include certified or registered professionals in civil, mechanical, electrical, environmental, and control systems engineering; stormwater pollution protection plan design; and construction management and inspection services. We also have expertise in GIS, CAD, and hydraulic modeling.

30+ Years of Water System Planning Experience in northern California.

180+ Water-focused engineers and planners in West Yost, ready to assist the City.

100% Success rate of submitting 2010 and 2015 UWMPs deemed "Complete" with no needed revisions.

35+ Completed UWMPs over the past 15 years.

Over 30 Years of Water System Planning Experience

West Yost brings the City of Stockton a veteran team of water planners with experience, ranging from large regional integrated water resources planning through distribution system modeling and master planning, evaluation of supply reliability and water transfers, and specialized expertise in Urban Water Management Plans (UWMPs), as summarized in the table below.

Summary of West Yost’s Recent UWMP and Water System Planning Experience								
<p><i>All of the 2010 and 2015 UWMPs prepared by West Yost were deemed “Complete” by the Department of Water Resources (DWR), with no required revisions or questions from DWR staff.</i></p>	UWMP	WATER MASTER PLANNING	SUPPLY ANALYSIS	DEMAND ANALYSIS	CONSERVATION/ CLIMATE	GROUND WATER	SURFACE WATER	CONJUNCTIVE USE
	City of Ceres , 2010 UWMP and Water Master Plan	■	■	■	■		■	■
City of Fresno , 2005 and 2010 UMWP, Water System Master Plan, and Integrated Water Resources Plan	■	■	■	■	■	■	■	■
City of Lathrop , 2010 UWMP and Comprehensive Water Master Plan Update	■	■	■	■	■	■	■	■
City of Modesto , 2010 and 2015 UWMP, South Modesto Interim Water Supply Study, Engineer’s Report, and Water Master Plan	■	■	■	■	■	■	■	■
City of Tracy , Water System Master Plan		■	■	■		■	■	■
City of Sacramento , 2005 and 2015 UWMP & Water Supply Master Plan	■	■	■	■	■	■	■	■
City of San Bruno , 2015 UWMP and Water Master Plan	■	■	■	■	■	■	■	■
City of Santa Rosa , 2010 and 2015 UWMP & Water Master Planning	■	■	■	■	■	■	■	■
City of Woodland , 2010 and 2015 UWMP and Water Focus Study	■	■	■	■	■	■	■	■
City of Stockton , 2008 Water Master Plan, 2016 General Plan Update and SBx7-7 Assistance for 2010 UWMP	■	■	■	■	■	■	■	■
Coastside County Water District , 2010 and 2015 UWMP	■		■	■		■	■	■
Dublin San Ramon Services District , 2005, 2010 and 2015 UWMPs, and Water and Recycled Water Master Plan Update	■	■	■	■	■	■	■	■
Town of Windsor , 2010 UWMP and Recycled Water Feasibility Study	■		■	■	■	■	■	■

West Yost is highly qualified to prepare the City of Stockton’s Urban Water Management Plan and secure a Department of Water Resources (DWR) Letter of Completeness. Our team brings the following benefits to the City:

- Our work on the City of Stockton’s 2008 Water Master Plan, assistance with SBx7-7 compliance for the 2010 UWMP, and our recent 2016 General Plan Update provides us with an understanding of the City’s water system, its existing and future needs and the needed insight to address potential water supply concerns;
- We have proven experience in water resources engineering with more than 35 completed Urban Water Management Plans over the past 15 years for a number of clients throughout California;
- We know and understand the DWR’s current and pending UWMP requirements, have excellent relationships with DWR staff, and can quickly get appointments made and questions answered; and
- We are closely tracking the potential changes expected in the 2020 UWMP requirements.

Section 2.

Management/Method of Operation



Project Approach and Understanding

The Urban Water Management Planning Act requires every urban water supplier in California that either provides over 3,000 acre-feet of water annually, or serves more than 3,000 urban connections, to prepare and adopt an Urban Water Management Plan (UWMP) for submission to the DWR and other entities that includes specified content, including an urban water shortage contingency analysis. Urban water suppliers are required to submit an UWMP every five years. **The 2020 UWMP is due on July 1, 2021.**

West Yost understands the City's need for a 2020 UWMP that provides an **accurate description of the City's existing and projected future water demands and supplies, ensures consistency with the City's other planning efforts and meets the new 2020 UWMP requirements so that it is accepted by DWR.** West Yost will prepare a 2020 UWMP for the City for submittal to DWR before the July 1, 2021 deadline which:

- Leverages our knowledge and understanding of the City's water supply and water system issues to efficiently prepare the City's 2020 UWMP;
- Coordinates with the City's Water Master Plan Update and Cost of Service Rate Study, as well as Stockton East Water District's 2020 UWMP;
- Provides a coordinated approach to preparing the City's 2020 UWMP in conjunction with the DWR's anticipated release of the Guidebook for Preparation of the 2020 UWMPs; and
- Maximizes and makes best use of City staff's limited time.

What's New for 2020 UWMPs

UWMP requirements have changed dramatically since the Urban Water Management Planning Act was first passed in 1983. This is particularly true in recent years where UWMPs have become the primary document for reporting on water agencies' water conservation efforts, compliance requirements and water shortage contingency planning in response to unprecedented water supply conditions during the recent drought years and future threats due to climate change and environmental concerns. Recent legislation impacting the 2020 UWMPs includes the following:

AB 1739, Dickinson. Groundwater management; SB 1168, Pavley. Groundwater management; SB 1319, Pavley. Groundwater (passed September 16, 2014)

Known as the Sustainable Groundwater Management Act (SGMA) -- required the formation of Groundwater Sustainability Agencies (GSAs) and the preparation of Groundwater Sustainability Plans (GSPs). Urban water suppliers are required to report on their progress in meeting SGMA requirements in their 2020 UWMPs.

SB 555, Wolk. Urban retail water suppliers: water loss management (passed October 9, 2015)

Requires the State Water Board, no earlier than January 1, 2019, and no later than July 1, 2020, to adopt rules requiring urban retail water suppliers to meet performance standards for the volume of water losses. Urban water suppliers are required to report on their plan to meet the water loss performance standards in their 2020 UWMPs.

SB 664, Hertzberg. Water: urban water management planning (passed October 9, 2015)

Requires urban water suppliers to include within their UWMP, beginning January 1, 2020, a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities. This bill would authorize an urban water supplier to comply with this requirement by submitting a copy of the most recent adopted local hazard mitigation plan or multi-hazard mitigation plan under specified federal law that addresses seismic risk.

SB 606, Hertzberg. Water management planning; AB 1668, Friedman. Water management planning (passed May 31, 2018)

Builds on efforts in Making Water Conservation a California Way of Life and creates a new foundation for long-term improvements in water conservation and drought planning. SB 606 and AB 1668 establish guidelines for efficient water use and a framework for the implementation and oversight of new urban water use efficiency standards to be adopted by the State Water Board, in coordination with DWR, by June 30, 2022. Requires DWR and the State Water Board to establish standards for (1) indoor residential use; (2) outdoor residential use; (3) outdoor CII use with dedicated irrigation meters; and (4) water losses. A supplement to the 2020 UWMP will be due by January 1, 2024 and is required to incorporate Demand Management Measures to meet the adopted water use standards.

Specific 2020 UWMP requirements include the following:

- Include a water supply and demand assessment which compares the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years (to 2040, preferably to 2045), in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years (CWC §10635(a))
- Provide a report on compliance with previously adopted 2020 per capita water use targets in accordance with SB X7-7 (Water Conservation Act of 2009, SB X7-7)
- **NEW** -- Report on compliance with distribution water loss standards to be adopted by the State Water Board by July 1, 2020 (SB 555) (CWC §10608.34(a) (1)).

- **NEW** -- Provide a status update on Sustainable Groundwater Management Act (SGMA) compliance activities (i.e., status of GSA formation and GSP preparation) (CWC §10631(b)(4)).
- **NEW** -- Include a Water Shortage Contingency Plan (WSCP) with six (6) standard shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40 and 50 percent shortages and greater than 50 percent shortage (or cross-reference current WSCP stages to the six (6) standard stages) (CWC §10632).
- **NEW** -- Provide a seismic risk assessment of water facilities (may reference a recent adopted local hazard mitigation plan or a multi-hazard mitigation plan which addresses seismic risk) (SB 664) (CWC §10632.5).

Also note that a supplement to the 2020 UWMP will be due by January 1, 2024 and is required to incorporate Demand Management Measures to achieve the Urban Water Use Objective by January 1, 2027 based on State Water Board adoption of water use standards by June 30, 2022 (SB 606) (CWC §10621(f)(2)).

Proposed Updates to the City’s UWMP

It is anticipated that the required organization of the 2020 UWMP will be similar to the 2015 UWMPs. Each chapter of the 2020 UWMP will be prepared based on DWR guidelines and required DWR tables. The following outlines the City’s 2020 UWMP and describes the updates that are anticipated for each chapter.

Chapter 1. Introduction

- The process for plan preparation, coordination, and adoption will be documented.

Chapter 2. System Description

- The system description provided in the City’s 2015 UWMP will be used as the basis for this chapter, with updates as needed.
- Required maps including a jurisdictional area map, service area map, distribution area map, and system schematic will be updated.
- Population will be estimated based on the most recent census block data.
- Seismic risk assessment of water facilities conducted in accordance with SB 664 will be documented.

Chapter 3. System Water Use

- Historical water demand data for the last five years (2016-2020) will be included.
- Water loss reporting policies and procedures and compliance with new State water loss standards will be reported.
- Water demand projections through 2045 will consider upcoming water efficiency standards and be coordinated with the City's Water Master Plan Update and the Stockton East Water District 2020 UWMP and will be used as the basis for this chapter.
- Recycled water demand projections through 2045, if any, will be included.

Chapter 4. SB X7-7 Baseline and Targets

- Once actual 2020 water use is available in early 2021, this chapter will report on the City's compliance with its 2020 per capita water use target of 165 gpcd.

Chapter 5. System Supplies

- Existing water sources, including purchased water, groundwater and surface water supplies will be updated as needed.
- Information regarding the City's compliance with SGMA, including GSA formation and GSP preparation, will be documented.
- West Yost will work with the City to develop updated descriptions of water transfer opportunities, desalinated water opportunities, future water projects and other long-term alternative water supplies being considered by the City.
- Supply projections will be coordinated with the City's Water Master Plan Update and the Stockton East Water District 2020 UWMP as appropriate.
- Information on climate change impacts to the City's supply sources will be incorporated to the extent that information is available.

Chapter 6. Water Supply Reliability Assessment

- Water supply reliability, water quality, and drought planning will be updated as needed.

Chapter 7. Water Shortage Contingency Planning

- Updates to water use restrictions and prohibitions in the City's current WSCP will be included.
- West Yost will work with the City to update the WSCP to align the stages to meet the six standard shortage levels required by CWC §10632.

Chapter 8. Demand Management Measures

- West Yost will meet with the City's water conservation coordinator to collect information and document the City's activities on demand management measures from 2016 through 2020.

Supporting Documents

Appendices will include, but not be limited to, the following:

- Notification letters of UWMP update
- Public notice of UWMP hearing
- UWMP adoption resolution
- DWR UWMP checklist
- Water loss audits
- SB X7-7 compliance tables/forms
- Energy Intensity Documentation – Inclusion of water energy data is limited to information that the urban water supplier can readily obtain and calculation or estimation of energy intensity remains voluntary (CWC §10631.2); water energy information related to the City's system supplies will be included to the extent that information is available

Proposed Scope of Work

West Yost has prepared numerous UWMPs for clients throughout California and has developed a proven approach for the preparation of UWMPs which ensures that the City's 2020 UWMP will be clear and concise, will meet all applicable requirements and will be deemed complete by DWR. As noted above, the 2020 UWMP is due to DWR by July 1, 2021 and our proposed approach and project tasks are laid out to meet this deadline. The West Yost team will work with City staff to adjust the schedule as needed to coordinate with other City planning efforts. Progress in meeting this schedule will be reviewed during progress meetings.

Task Number/Name	Key Task Activities	Anticipated Schedule
Task 1 Attend Meetings with City	<ul style="list-style-type: none"> Kick-off meeting with City staff to review data needs and project schedule (anticipated to occur in June 2020). Regularly scheduled meetings (conference calls) throughout the project to discuss project status and progress. 	Kick-off meeting anticipated to occur in June 2020.
Task 2 Collect and Review Data	<ul style="list-style-type: none"> Data collection for many plan components (e.g., City's overall water system and water supply updates and demand management measures) can begin in 2020; data on actual 2020 water use will be collected in early 2021. Available data from other on-going studies (Water Master Plan Update, Cost of Services Rate Study and Stockton East Water District 2020 UWMP) will be reviewed to ensure that documents are consistent. 	Regularly scheduled monthly progress meetings will be held with City staff.
Task 3 Prepare Administrative Draft 2020 UWMP	<ul style="list-style-type: none"> Preparation of draft chapters and tables in accordance with the DWR 2020 UWMP Guidebook for City staff review and comment. Key chapters of the 2020 UWMP (specifically Chapters 3, 5 and 6 describing demands and supplies) will be submitted for review and comment as soon as they are completed to provide for early review and input to ensure consistency with the City's other planning efforts. 	Starting in June 2020 and extending through early January 2021 to obtain 2020 water use data.
Task 4 Prepare Draft 2020 UWMP	<ul style="list-style-type: none"> Incorporation of comments on the Admin Draft and preparation of a Draft 2020 UWMP for public review and comment. 	Anticipated to be complete by mid/late February 2021.
Task 5 Support Public Hearing for Draft UWMP	<ul style="list-style-type: none"> Development of a PowerPoint presentation for the required public hearing and attendance at the public hearing to help respond to any questions from the public or City Council. 	Anticipated complete by early/mid April 2021 to allow adequate time for minimum 14-day public review period ahead of the required public hearing.
Task 6 Prepare Final 2020 UWMP	<ul style="list-style-type: none"> Incorporation of comments into the Final 2020 UWMP, production and submittal of hard copies, and upload of the Final 2020 UWMP to the DWR WUEdata Portal. 	Public hearing anticipated to occur in early May 2021 at a regularly scheduled City Council meeting.
Task 7 Respond to Questions/Comments from DWR	<ul style="list-style-type: none"> Provide support to the City in responding to any questions from DWR on the submitted 2020 UWMP. 	Assuming that City Council adopts the 2020 UWMP early May 2021, the Final 2020 UWMP will be completed and submitted by mid/late May (ahead of the July 1, 2021 deadline).
Task 8 Project Management and Quality Assurance/Quality Control	<ul style="list-style-type: none"> On-going coordination and communications with City staff to ensure that project is progressing in accordance with the scope, schedule and budget For quality assurance/quality control, it is West Yost's policy that all work products are reviewed at the principal level prior to submittal 	

<p>Task 9 (Optional) Seismic Risk Assessment</p>	<ul style="list-style-type: none"> • SB 664 requires a seismic risk assessment and mitigation plan be included in the 2020 UWMP. • An urban water supplier may comply with this requirement by submitting a copy of the most recently adopted local hazard mitigation plan that addresses seismic risk. • The San Joaquin County Local Hazard Mitigation Plan, last updated in 2017, includes the City of Stockton but specifically excludes earthquake (seismic) hazards, stating that there have been no earthquakes in the last 100 years on local fault lines. • The West Yost team has the expertise and staff to conduct seismic risk assessments. It is anticipated that the DWR 2020 UWMP Guidebook will provide additional information on how best to comply with the new requirement. • A specific scope and budget for this optional task will be developed when specific requirements are available. 	
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Key assumptions for the proposed scope of work include the following:

- The tasks and proposed schedule described above are based on the current (as of January 2020) water code provisions as they relate to UWMPs. If subsequent changes are made to the water code which require additional elements and/or additional analysis to be included in the 2020 UWMP, the scope of work may need to be revised to complete the 2020 UWMP.
- It is assumed that the DWR Guidebook for the 2020 UWMPs will be available by Fall 2020 and will provide guidance on 2020 UWMP requirements, organization and tables.
- It is assumed that the City will prepare and send required notices and provide documentation of coordination with the public and other agencies. West Yost can provide templates for required notices upon request. Copies of such notices will be included in an appendix to the 2020 UWMP.
- It is assumed that the water facility seismic risk assessments required by SB 664 have been or will be conducted by the City as a separate effort from this project. Completion of these assessments will be documented in the 2020 UWMP. West Yost has the experience to perform the seismic risk assessments if requested by the City. An Optional Task 9 has been included to prepare the required seismic risk assessments if they have not already been completed by the City.
- The schedule presented above assumes that the 2020 UWMP can be adopted at a public hearing at a regularly scheduled City Council meeting in early May 2021, assuming comments received at the public hearing are minor. Alternatively, City Council may opt to defer adoption of the 2020 UWMP to a later City Council meeting (either in late May 2021 or early June 2021). Assuming plan adoption occurs by no later than early June 2021, it is anticipated that there will be adequate time following plan adoption to submit/upload the adopted plan to DWR by the July 1, 2021 deadline.
- As previously noted, a supplement to the 2020 UWMP will be due by January 1, 2024 and is required to incorporate Demand Management Measures to achieve Urban Water Use Objectives by January 1, 2027 based on State Water Board adoption of water use standards by June 30, 2022 (SB 606) (CWC §10621(f)(2)). Preparation of this 2020 UWMP Supplement is not included in this project but can be provided by West Yost under a subsequent future agreement with the City.

Section 3.

References



2010 and 2015 Urban Water Management Plan

CITY OF MODESTO, CA

REFERENCE: Mr. Jim Alves, Associate Civil Engineer, 209.571.5557, jalves@modestogov.com

West Yost prepared the City of Modesto's (City's) 2010 and 2015 UWMP Update. West Yost's approach to preparing the 2010 UWMP Update included addressing the critical issues regarding future service area population, complying with the requirements of SBx7-7, and identifying water supply needs.

Careful consideration was applied to assessing the service area population relative to both the contiguous and outlying service areas, projected population at buildout of the General Plan, and potential expansion of the northerly Sphere of Influence boundary. These issues were incorporated into the engineering analysis to identify impacts on the quantity and timing of potable and non-potable water supplies that will ultimately be required to meet these new customer demands, and impact infrastructure sizing and placement.

This project also included analysis and planning for water conservation and other demand management measures, as well as the potential for additional supply options, such as groundwater pumpage, a seasonal and/or long-term local groundwater ASR banking program, groundwater and/or recycled water offset of existing potable demands, and/or new treated surface water supplies.

2005, 2010 and 2015 Urban Water Management Plans

CITY OF SANTA ROSA

REFERENCE: Ms. Jennifer Burke, Director of the Water Department, 707.543.3359, jburke@srcity.org

West Yost was retained by the City of Santa Rosa (City) to help prepare the City's 2005, 2010, and 2015 UWMP updates. Work tasks included:

- Identifying City's existing water supply sources, including an evaluation of reliability and vulnerability to drought conditions;
- Evaluating current and projected water demands;
- Assessing water supply reliability in normal years, single dry years and multiple dry years over the next 25 years;
- Reviewing prepared documents that authenticate the City's implementation of Demand Management Measures;
- Reviewing documents that describe the City's Water Shortage Contingency Plan;
- Describing the City's water recycling facilities and programs;
- Developing technical data to establish the City's "baseline" gpcd in compliance with SBx7-7 methodologies; and
- Developing a Water Shortage Allocation Methodology, which considered both demand hardening and other conservation investments.

Section 3.

References (continued)

2015 Urban Water Management Plan

CITY OF SAN BRUNO

REFERENCE: Mr. Mark Reinhardt, 650.616.7162, mreinhardt@sanbruno.ca.gov

West Yost prepared the City of San Bruno's 2015 UWMP. Tasks included the review of water demand projections, water supply availability and reliability from the San Francisco Public Utilities Commission (SFPUC) and the City's local groundwater supplies, SBx7-7 compliance, demand management measures, and the City's water shortage contingency plan. West Yost prepared and presented an overview of the UWMP to City Council and the public at a public hearing.

West Yost also prepared the City of San Bruno's 2012 Water System Master Plan and was recently selected to prepare a 2020 update.

2005 and 2015 Urban Water Management Plan Updates

CITY OF SACRAMENTO

REFERENCE: Mr. Brett Ewart, Senior Engineer, 916.808.1725, bewart@cityofsacramento.org

West Yost prepared the 2005 and 2015 updates to the City of Sacramento's UWMP. The UWMP provided information about the City's water service area and population; available water supply sources and associated reliability; past, present, and projected water demands; the City's water demand management measures; a City water shortage contingency plan; and potential for use of recycled water within the City's water service area.

West Yost team members also prepared the City of Sacramento's 2013 Water Supply Master Plan. This project included determining demand allocations by land use and identifying demand off-sets with a focus on conservation. Supply management planning focused on reliability and sustainability, including water supply portfolio planning that optimizes surface water, groundwater, and recycled water. The project included close coordination with stakeholders, including a 20-member Advisory Board that represented a variety of interests in the region—from other water purveyors and suppliers to environmental groups.

West Yost is currently preparing an update to the 2013 Water Master Plan.

Section 4.

Financial Statement

Performance and Financial Resources

West Yost has successfully provided consulting services for public agencies and municipalities for more than 30 years. As a company, our annual billings have exceeded \$30 million per year over the past four years. We are willing to review our financial information with the City as part of the selection process but we are not able to provide it as part of this proposal, to preserve the confidentiality of this information. To verify our financial stability and history, we invite you to contact our accountant, Mr. David Boyce of Brown, Fink, Boyce & Astle, LLP, at 916.924.0800.

Prior Litigation/Claims

West Yost has had no pending bankruptcy, lien, stop payment notice, judgment, lawsuit, foreclosure, or any similar action filed or resolved in the past five years related to any project contract. West Yost has never been named in a lawsuit associated with one of our design or construction management projects.

Section 5.

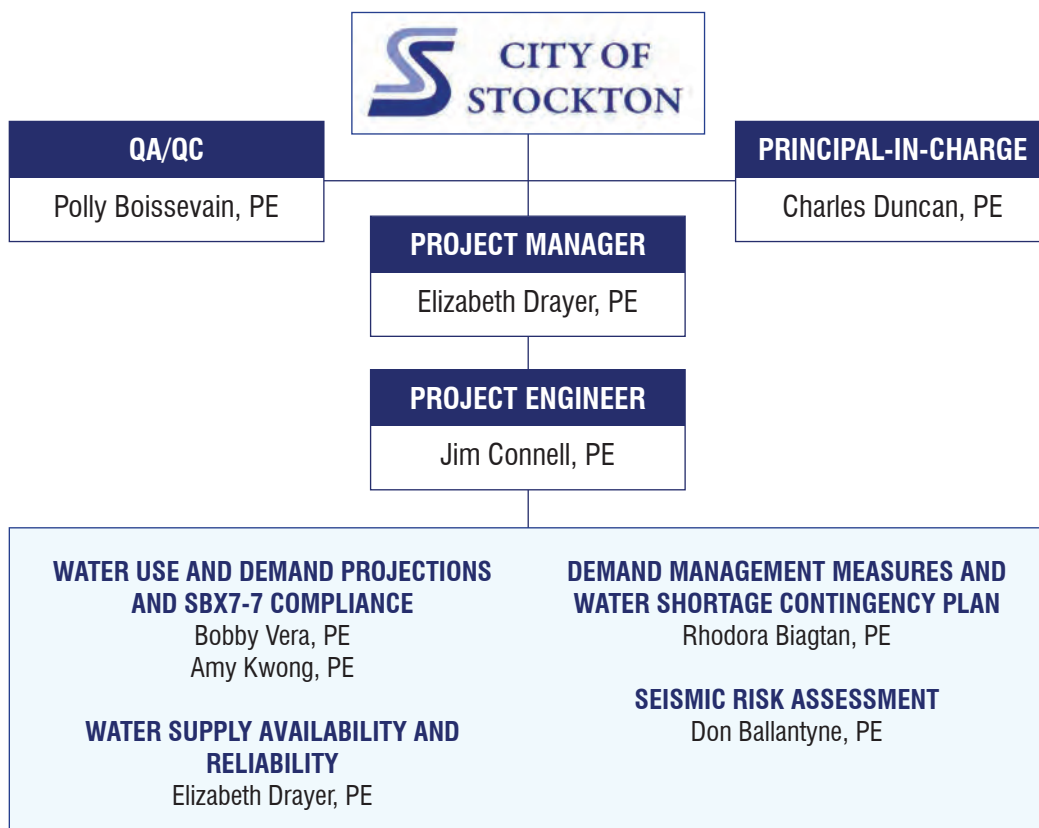
Corporate Structure and Organization



West Yost is a privately held, employee-owned company incorporated in the State of California. West Yost was established in 1990 with a focus exclusively on water, including water supply, wastewater, recycled water, groundwater, and stormwater. Our current company structure is divided across the following business sectors:

- **Water • Infrastructure • Treatment • Program and Procurement Management • Construction Management • Operational Technology, Cybersecurity and Resilience •**

West Yost has the expertise and availability to complete the City of Stockton 2020 UWMP. Our proposal team is shown in the organizational chart below with key staff qualifications on the following pages and full resumes in the Appendix.



Resumes

- Elizabeth Drayer
- Polly Boissevain
- Charles Duncan
- Jim Connell
- Bobby Vera
- Amy Kwong
- Rhodora Biagtan
- Don Ballantyne



Elizabeth Drayer, PE

Elizabeth serves as the leader and coordinator of West Yost's 2015 and 2020 Urban Water Management Plan (UWMP) development team, responsible for review and interpretation of Department of Water Resources (DWR) UWMP requirements and tools (including UWMP standard tables, population tool and AWWA water audit software), development of practical approaches for UWMP preparation, understanding of information and data requirements, development of standardized document outlines and templates, liaison with DWR's UWMP staff, team coordination and communications, and quality assurance/quality control. Under Elizabeth's leadership, the West Yost team prepared sixteen 2015 UWMPs, all of which were determined by DWR to address the requirements of the California Water Code. Under Elizabeth's management, West Yost prepared 2015 UWMPs for the cities of Antioch, Modesto, Pleasanton, Roseville, Sacramento, San Bruno, Santa Rosa, Turlock, Ukiah, and Woodland, as well as the Coastside County Water District, Dublin San Ramon Services District, Fontana Water Company, Mountain House Community Services District, Olivehurst Public Utility District, and Woodland-Davis Clean Water Agency. All 2015 UWMP were prepared in compliance with the requirements of the California Water Code and Department of Water Resources' Guidebook for the Preparation of 2015 UWMPs

EXPERIENCE

Stockton District Water Supply and Facilities Master Plan, California Water Service Company, Stockton, CA: Project Engineer for the preparation of a Water Supply and Facilities Master Plan for the California Water Service Company Stockton District. Tasks included the preparation of a description of the local groundwater resources and recommended integrated water supply plan to optimize the use of available water resources to meet existing and future demands. Also conducted a detailed facility conditions assessment, including desk-top and field assessments of the Stockton District's treated water storage facilities, pumping facilities, and well facilities. The field assessments included visits to over 50 active, inactive, standby well facilities to evaluate physical condition and status of each facility. Prepared a detailed write-up of the assessments including specific findings and recommendations for each of the Stockton District's facilities.

2015 Urban Water Management Plan, City of San Bruno, CA: Project Manager for the preparation of a 2015 UWMP for the City of San Bruno. Tasks included review of water demand projections, water supply availability and reliability from the San Francisco Public Utilities Commission (SFPUC) and the City's local groundwater supplies, SBx7-7 compliance, demand management measures, and the City's water shortage contingency plan. Prepared and presented an overview of the UWMP to City Council and the public at a public hearing.

2010 & 2015 Urban Water Management Plans, City of Santa Rosa, CA: Project Manager for the preparation of a 2015 Urban Water Management Plan (UWMP) and Project Engineer for the preparation of a 2010 UWMP for the City



STAFF TITLE: Vice President

YEARS OF EXPERIENCE: 31

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 46872

EDUCATION

- MS, Structural Engineering, University of California, Berkeley
- BS, Civil Engineering, University of California, Berkeley

CERTIFICATIONS

- Underground Storage Tank Installation
- UC Davis Extension, 32-hour Course, Groundwater Hydrology
- UC Davis Extension, 32-hour Course, Principles of Toxicology

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- American Water Works Association
- Association of California Water Agencies
- WaterReuse Association

of Santa Rosa. Tasks included review of water demand projections, water supply availability and reliability from the Sonoma County Water Agency and City groundwater wells, SBx7-7 compliance, demand management measures, and the City's water shortage contingency plan.

2010 & 2015 Urban Water Management Plans, Coastside County Water District, Half Moon Bay,

CA: Project Manager for the preparation of 2010 and 2015 UWMPs for the Coastside County Water District. Tasks include review of water demand projections, water supply availability and reliability from the San Francisco Public Utilities Commission (SFPUC), SBx7-7 compliance, demand management measures, and Coastside's water shortage contingency plan.

2010 & 2015 Urban Water Management Plans, Dublin San Ramon Services District, Dublin, CA:

Project Manager for the preparation of a 2015 UWMP and Project Engineer for the preparation of a 2010 UWMP for the Dublin San Ramon Services District. Tasks include review of water demand projections, water supply availability and reliability from the Zone 7 Water Agency, SBx7-7 compliance, demand management measures, and DSRSD's water shortage contingency plan. As part of the 2015 UWMP, worked with other Tri-Valley water agencies (City of Pleasanton, City of Livermore, and the Zone 7 Water Agency) to coordinate the update of the agencies' water shortage contingency plans to ensure that plan stages and measures were consistent among the agencies to promote more consistent water conservation messaging in the region.

2010 & 2015 Urban Water Management Plan, City of Modesto and Modesto Irrigation District, CA:

Project Manager for the preparation of a 2015 UWMP for the City of Modesto and Project Engineer for the preparation of a Joint 2010 UWMP for the City of Modesto and Modesto Irrigation District. Tasks include review of water demand projections, water supply availability and reliability from surface water and groundwater, SBx7-7 compliance, demand management measures, and the City's water shortage contingency plan.

2015 Urban Water Management Plan, Fontana

Water Company, Fontana, CA: Project Manager for the preparation of a 2015 UWMP for the Fontana Water Company, a retail water supplier that serves the City of Fontana, and portions of the City of Rialto, City of Rancho Cucamonga, and unincorporated areas of San Bernardino County. Tasks include review of water demand projections, water supply availability and reliability from groundwater, local surface water and imported State Water Project

supplies, SBx7-7 compliance, demand management measures, and Fontana's water shortage contingency plan.

2015 Urban Water Management Plan, City of Pleasanton, CA:

Project Manager for the preparation of a 2015 UWMP for the City of Pleasanton. Tasks included review of water demand projections, water supply availability and reliability from the Zone 7 Water Agency and the City's local groundwater supply, SBx7-7 compliance, demand management measures, and the City's water shortage contingency plan.

2010 Urban Water Management Plan, City of Lathrop,

CA: Project Engineer for the preparation of a 2010 UWMP for the City of Lathrop. Responsible for evaluating baseline per capita water use based on historical water use and population data and recommending interim (2015) and final (2020) per capita water use targets for the City in accordance with the requirements of the Water Conservation Act of 2009 (SB x7-7); making a presentation to City Council on proposed compliance with SB x7-7; preparing the 2010 UMWP; and completing the UWMP checklist developed by DWR to ensure that the completed plan meets the requirements of the Urban Water Management Planning Act.

2005 & 2010 Urban Water Management Plans, City of Fresno, CA:

Project Engineer for the preparation of the 2005 and 2010 UWMP for the City of Fresno. Tasks included documenting the City's current and projected population, water supply and water demand; assessing supply reliability in normal, single dry, and multiple dry years; documenting the City's efforts in implementing Demand Management Measures; preparing an updated Water Shortage Contingency Plan; and documenting the City's future plans for use of recycled water, particularly in the Southeast Growth Area. For the 2010 Urban Water Management Plan, the City's compliance with the water conservation act of 2009 (SB x7-7) was also evaluated, including determination of per-capita water use targets for 2015 and 2020 and projection of future water demands based on the City's adopted targets.



Polly Boissevain, PE

Polly has 36 years of professional experience in water system facilities planning, with specialized experience in water supply and distribution system master planning for both retail and regional wholesale utilities. She has served as project manager, lead hydraulic modeler, task leader, or project engineer for nearly 50 water resources, planning projects. Polly has both managed and provided engineering technical support for several Master Plan projects with financial elements as part of the project. She has also coordinated closely with clients and financial consultants to provide technical information for rate and connection fee analysis and update.

EXPERIENCE

Senate Bill 7 Support, City of Stockton, CA: Managed a project to provide technical assistance to the City of Stockton for its Senate Bill x7-7 compliance strategy. SBx7-7 required urban water users to reduce water use by 20 percent by 2020 (20x2020) and established methodologies to evaluate baseline water use and develop 2020 compliance targets. West Yost provided support to the City to evaluate baseline water use and 2020 targets for compliance using the different methods proposed in the legislation, and assisted with public hearings to adopt the 20x2020 method and target.

2010 Urban Water Management Plan Update, City of Ceres, CA: Prepared the 2010 Urban Water Management Plan update for the City of Ceres. As part of the planning process, Polly was responsible for tracking new developments related to compliance with SBx7-7 requiring 20 percent reduction in water use (20x2020), and evaluating appropriate methods for establishing baseline use and 20x2020 targets.

Water Master Plan Update, Calleguas Municipal Water District, Thousand Oaks, CA: Project Engineer for Calleguas Municipal Water District which is a wholesale water agency serving 22 agencies and cities in Ventura County. Oversaw the technical efforts for the water master plan update. The master plan included developing demand projections for customer agencies, identifying system deficiencies, developing supply and transmission system improvements, and developing a 10-year capital improvements program.

Water Master Plan Update, City of Menlo Park, CA: Project Manager for a comprehensive water master plan update for the City. West Yost prepared a multi-faceted water master plan update for the City. In addition to evaluating the City's water system for its capacity to meet existing demands and future growth, the master plan also included a comprehensive mapping program using hand-held GPS units to map the City's water meters and valves, an assessment of alternative water supplies, including recycled water and gray water, a system-wide condition assessment, using soils information and leak history to prioritize main replacement, a seismic vulnerability assessment to identify improvements to seismically reinforce the system, a water age evaluation to identify and mitigate



STAFF TITLE: Engineering Manager II

YEARS OF EXPERIENCE: 36

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 36164, Oregon No. 76795

EDUCATION

- MS, Civil Engineering, Cornell University
- BS, Civil Engineering, Stanford University

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- American Water Works Association

areas with potential water quality issues, an operations and maintenance review to evaluate existing maintenance programs and staffing, and an advanced meter infrastructure evaluation to assess options to automate the City's meter reading program.

Water Master Plan Update, City of Modesto, CA: Task lead for hydraulic modeling evaluations and Engineer's Report for the City's water system master plan update. Tasks include model calibration using field-collected hydrant test data, model verification through comparisons with field operating data, and system evaluations for existing and future growth scenarios to identify system deficiencies and recommended capital improvements. Updating the City's Engineer's Report, which identifies cost apportionment between existing and future customers. The Engineer's Report will be used by the City for rate and connection fee evaluations.

Water Master Plan Update, Contra Costa Water District, Concord, CA: Project Manager for the District's 2014 Water Master Plan Update. As part of the master plan, West Yost developed a new hydraulic model for the District's treated water service area, built from the District's GIS. Following verification of the model through comparisons with SCADA data to demonstrate that it adequately represents field conditions, the model was used to evaluate existing and future demand scenarios and identify needed capital improvements to address existing deficiencies and meet future growth. A comprehensive capital improvement program was developed to address water system needs. West Yost worked collaboratively with the District to co-write the Water Master Plan report.

Water Supply Master Plan, City of Sacramento, CA: Task lead for water demand and supply evaluations for the City of Sacramento Water Supply Master Plan update. The City's major future growth is expected to focus on re-development and infill. The demand analysis developed a methodology using City-generated dwelling unit and employment statistics, along with historical billing data to project water use. The analysis used a GIS-based approach to develop water use projections tailored to detailed land use planning categories established by the City. The supply analysis is evaluating further integration of groundwater and surface water supplies for the City.

Water Master Plan Update, City of Pleasanton, CA: Project Manager of a project to update the City's water master plan. Since the last master plan update, the City has implemented a geographic information system (GIS). The analysis used GIS-based tools to develop a new hydraulic model of the City's distribution system, and allocate customer demands to the model using customer

billing information. The system evaluation included hydraulic and water quality assessment of the distribution system to assess current performance and identify required improvements, development of a capital improvement program, and updating the City's connection fees for new development. Responsible for managing technical and financial aspects of the project.

Treated Water System Master Plan, City of San Bruno, CA: Project Manager for an update of the City's 2002 Water System Master Plan. The City, located on the San Francisco Peninsula, receives surface water supply from the San Francisco Public Utilities Commission (SFPUC), and from local wells. The City is served by both Bay Area Rapid Transit and CalTrain and plans significant re-development of the downtown area, centered around the transit corridor. As part of the water master plan update, West Yost developed and calibrated an all-pipe distribution system network hydraulic model using the City's GIS. The City is facing aging infrastructure, seismic vulnerability and system reliability needs. West Yost developed a comprehensive, prioritized set of master plan recommendations to address new infrastructure needs to address renewal and replacement of aging facilities, capacity needs and provide seismic reliability. During the project, the City successfully adopted new water rates to fund planned project implementation, and has embarked on a comprehensive capital improvement program to improve the water system. Since completion of the master plan, West Yost has been providing as-needed hydraulic modeling support to the City.

Water Quality Evaluation, City of Stockton, CA: Following a mid-winter water quality violation, evaluated system water quality and possible reasons for the water quality violation, and prepare a report to be submitted to the State Department of Health Services documenting findings. Directed water quality modeling efforts to review current system operations and identify possible re-operation strategies to reduce reservoir detention times and improve disinfectant residuals. For the analysis, used a hydraulic network model and water quality data provided by the City to evaluate chlorine residuals for several operational scenarios. In the study, found that several operational practices recently implemented by the City should significantly benefit water quality.



Charles Duncan, PE

Charles is President and CEO of West Yost Associates. His experience is focused in water resources master planning of water and recycled water systems. As Principal-in-Charge, Charles acts as a senior advisor to the team's Project Manager, providing a fresh set of eyes on work products and helping to guide the project's overall success. He is able to mobilize the full capacity and resources of West Yost to meet client needs and expectations.

EXPERIENCE

Water Master Plan Update, City of Stockton, CA: Project Manager for water master plan required to incorporate a new 2035 General Plan into the City's ongoing capital improvement program. The project included upgrade of the City's existing hydraulic model into a dynamically-verified water system model using H₂ONET. The updated model is designed to be used as a tool for building operational flexibility into the City's planned water transmission system, and for planning the future connection between the City's north and south systems. Another key component of this study was to verify and develop unit demand factors for the City of Stockton that were then used to project water demands through general plan buildout in 2035.

Urban Water Management Plan Update, City of Stockton, CA: QA/QC for an update to the City's Urban Water Management Plan by evaluating DWR requirements, reviewing existing plans, requesting needed information from the City, and compiling provided data. Assisted in production of a draft copy for presentation to the public and the City Council.

Hydraulic Model Update and Conversion Project, City of Stockton, CA: Served as Project Engineer/Chief Hydraulic Modeler. Assisted in the integration of information from the City of Stockton's recently developed Geographical Information System (GIS), previously developed hydraulic models, and City staff knowledge and experience into an updated 5,000 pipeline hydraulic model using the H₂ONET modeling software. Defined and added large users to the model as point demands based on historical meter records. Developed two separate operating schemes for the conjunctive use of groundwater and surface water supplies. Added specific logical controls at each of the City's key facilities to allow verification of the model over a 48-hour duration.

Stockton District Water Supply & Facilities Master Plan, California Water Service Company, Stockton, CA: Project Manager responsible for staff completing the analysis and writing water supply and facilities master plan and maintaining the project schedule and budget. Work included meeting with multiple parties (City Planning, Cal Water Staff, and County) to define all projected land use, develop unit demand factors, and project water demands expand an existing hydraulic model of the water distribution system, and perform an on-site facilities assessment.



STAFF TITLE: Principal

YEARS OF EXPERIENCE: 29

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 55498
- Professional Civil Engineer, Oregon No. 91819

EDUCATION

- BS, Civil Engineering, University of Southern California, Los Angeles

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- American Water Works Association
- Bay Area Water Works Association

SPECIALIZED TRAINING

- InfoWater
- EPANET
- H₂ONET
- H₂OMAP
- SynerGEE
- KYPIPE
- CYBERNET
- KYPIPE III

PUBLICATIONS

- "Unidirectional Flushing Headlines Water Quality Programs," Brenda Estrada & Charles Duncan, AWWA Opflow, June 2016

South Stockton Water Master Plan Update, City of Stockton, CA: Updated the previously developed hydraulic model of the City's South Stockton Water System. Reallocated demands and defined and added large users, based on historical meter records, to the model as point demands. Developed two separate operating schemes for the conjunctive use of the groundwater and the incoming surface water supply from a 48-inch diameter South Stockton Aqueduct with multiple turnouts. Results for simulations directed the location and size of future wells in the South Stockton area. Project evaluated existing groundwater resources and historical production to develop a safe yield of the groundwater basin. In addition, this Project also included an update/confirmation of system demand projections, development/confirmation of operational and performance criteria, hydraulic modeling, development of a capital improvement program, a summary of the estimated safe yield of the groundwater basin, and an environmental impact report.

2010 Urban Water Management Plan Update, City of Woodland, CA: QA/QC for the preparation of documentation for the City's 2010 UWMP. The tasks involved collecting and incorporating City water system data for the 2005 through 2009 calendar years and updating the City's water supply availability, reliability projections, and water demand projections through the year 2035. In addition, the City's water conservation program statistics for 2005 through 2009 were incorporated into the Demand Management Measures discussion.

Urban Water Management Plan, City of Sacramento, CA: Chief hydraulic Modeler for the 2005 update to the City of Sacramento's Urban Water Management Plan (UWMP). The UWMP provides information about the City's water service area and population, available water supply sources and associated reliability, past, present and projected water demands, the City's water demand management measures, a City water shortage contingency plan, and potential for use of recycled water within the City's water service area.

Water Master Plan, City of Ceres, CA: Technical Lead for Hydraulic Modeling. In response to the California State Department of Public Health, the City of Ceres was required to complete a new Water Master Plan. This plan will include a re-confirmation of the current and anticipated future water demands at buildout, evaluate the reliability of existing groundwater supplies to meet these projected demands, identify the benefits of the proposed TID treated surface water project to help meet existing and/or future demands, and refine the City's existing water system hydraulic model.

Water and Recycled Water Master Plan Update, Dublin San Ramon Services District, Dublin, CA: Integrated four separate hydraulic models (Dougherty Valley, West Dublin, East Dublin, and the Camp Parks Naval Reserve) previously developed by others in various software packages, into one overall single model of the service area for the Dublin San Ramon Services District. This project also included development of a system inventory, an update/confirmation of system demand projections, development/confirmation of operational/performance criteria, hydraulic modeling, development of a capital improvement program, a renewal and replacement program, and a connection fee component. Water demands were also reduced by aggressive use of recycled water for non-potable water use. A hydraulic model of the recycled system was also developed and used to develop a prioritized and cost-effective recycled water CIP.

Water Master Plan, City of Fresno, CA: Project Manager for operational hydraulic model development in conjunction with West Yost's preparation of a Water Master Plan for the City of Fresno. The project includes enhancing the recently developed water system model in H₂ONET to conduct more detailed hydraulic analyses. These analyses will be used to assess the overall service area configuration and confirm previously identified capital improvement projects. The Master Plan is designed to provide operational flexibility into the existing and planned water transmission system. Tasks include reviewing existing City information; updating, enhancing, calibrating, and validating the City's hydraulic model; establishing performance criteria and evaluating the existing system for current and 2025 buildout conditions; evaluating existing distribution system layout; evaluating pump station and storage requirements for existing and ultimate buildout conditions; evaluating the existing transmission and distribution system; evaluating redundant facilities; and recommending an updated, prioritized capital improvement program.



Jim Connell, PE

Jim is a civil engineer with a focus in water and sewer master planning and design, including condition assessments, flow monitoring, computer modeling, rehabilitation planning, cost estimating, and capital improvement program development. Jim is an integral part of the West Yost UWMP team, providing project support on 2010 and 2015 UWMPs for the City of Santa Rosa, the City of Roseville, the City of Ukiah, the City of Antioch, Mountain House Community Services District and the Town of Windsor. He is currently assisting with the development of West Yost's response to the 2020 UWMP for our clients.

EXPERIENCE

South Stockton Aqueduct Predesign Report, City of Stockton, CA:

Prepared a detailed alignment study and developed design criteria for a 28,000 lineal-foot, 42-inch diameter transmission main to convey potable water from the Stockton East Water District surface water treatment plant to the South Stockton service area. Work included developing operational and design criteria, recommending the appropriate aqueduct diameter, determining the optimal aqueduct alignment and connections to the distribution system, describing the alignment utility and property issues, discussing the likely right-of-way crossing methods such as horizontal boring and microtunneling, and working with pipeline installers to develop an expected project cost.

Review of Drinking Water Fluoridation, City of Stockton, CA: Conducted extensive literature review investigating the arguments for and against fluoridation of drinking water. Prepared cost estimates to provide fluoridation at a surface water treatment plant and over twenty municipal wells. Prepared a newsletter and PowerPoint presentation and delivered to City Council.

2015 Urban Water Management Plan, City of Ukiah, CA: Project Engineer for the preparation of a 2015 Urban Water Management Plan (UWMP) for the City of Ukiah. Tasks include review of water demand projections, water supply availability and reliability from the Mendocino County Russian River Flood Control and Water Conservation Improvement District, local groundwater and surface water from the underflow of the Russian River, SBx7-7 compliance, demand management measures, and the City's water shortage contingency plan. 2015 UWMP to be prepared in compliance with the requirements of the California Water Code and Department of Water Resources' Guidebook for the Preparation of 2015 UWMPs.

2015 Urban Water Management Plan, City of Santa Rosa, CA: Project Engineer for the preparation of a 2015 Urban Water Management Plan (UWMP) for the City of Santa Rosa. Tasks include review of water demand projections, water supply availability and reliability from the Sonoma County Water Agency and City groundwater wells, SBx7-7 compliance, demand management measures, and the City's water shortage contingency plan. 2015 UWMP to be prepared in compliance with the requirements of the California Water Code and Department of Water Resources' Guidebook for the Preparation of 2015 UWMPs.



STAFF TITLE: Principal Engineer II

YEARS OF EXPERIENCE: 29

PROFESSIONAL REGISTRATION

- Professional Civil Engineer, California No. 63052

EDUCATION

- MS, Civil Engineering, University of Wyoming, Laramie, WY
- BS, Civil Engineering, Worcester Polytechnic Institute, Worcester, MA

2010 Urban Water Management Plan Update, Town of Windsor, CA: Prepared the 2010 Urban Water Management Plan Update for the Town of Windsor in compliance with the Urban Water Management Planning Act, as amended. Work included assistance with potable water demand projections in cooperation with other Sonoma County Water Agency water contractors, analysis of available potable and non-potable water supplies, preparing water conservation requirement calculations for compliance with the Water Conservation Act of 2009 (SB x7-7), preparing the draft and final Urban Water Management Plan reports, and providing presentations to Town Council.

2000 Urban Water Management Plan Update, Tahoe City Public Utility District, CA: Updated the 2000 Urban Water Management Plan in compliance with the Urban Water Management Planning Act, as amended. Work included describing the current water supply and distribution facilities, reviewing current and projected water demands, describing the quality and quantity of the current water supply, describing current water conservation programs based on the California Urban Water Conservation Council Best Management Practices, describing the current water shortage contingencies, and describing recycled water opportunities.

2015 Urban Water Management Plan Update, Mountain House Community Services District, Mountain House CA: Project Manager for preparation of the 2015 Urban Water Management Plan Update for the Mountain House Community Services District in compliance with the Urban Water Management Planning Act, as amended. Work included preparing potable water demand projections, analysis of available potable and non-potable water supplies, preparing water conservation requirement calculations for compliance with the Water Conservation Act of 2009 (SB x7-7), preparing the draft and final Urban Water Management Plan reports, and providing a presentation to MHCS D Board of Directors.

2015 Urban Water Management Plan Update, City of Roseville, CA: Project Manager for preparation of the 2015 Urban Water Management Plan Update for the City of Roseville in compliance with the Urban Water Management Planning Act, as amended. Work included reviewing potable water demand projections, analysis of available potable and non-potable water supplies, preparing water conservation requirement calculations for compliance with the Water Conservation Act of 2009 (SB x7-7), preparing the draft and final Urban Water Management Plan reports, and providing a presentation to City Council.

2015 Urban Water Management Plan Update, City of Antioch, CA: Project Manager for preparation of the 2015 Urban Water Management Plan Update for the City of Antioch in compliance with the Urban Water Management Planning Act, as amended. Work included preparing potable water demand projections, analysis of available potable and non-potable water supplies, preparing water conservation requirement calculations for compliance with the Water Conservation Act of 2009 (SB x7-7), preparing the draft and final Urban Water Management Plan reports, and providing a presentation to City Council.

2050 Napa Valley Water Resources Study, Napa County Public Works, CA: Developed municipal water demand and supply projections for the 2050 Napa Valley Water Resources Study for the Napa County Flood Control and Water Conservation District. This effort has included review and evaluation of the methodology and accuracy of the planning criteria used in past studies; refinement of the estimates of the County's total existing untreated and treated water demands, and projections of untreated and treated water demands for future demand areas. The primary focus was on agricultural areas, rural residential, and M&I growth consistent with approved General Plans. West Yost quantified the yield available from each of the following sources—local surface water (existing reservoirs, direct diversion and use, and direct diversion and storage in a new or expanded reservoir), imported surface water, recycled water, and groundwater. Demands were compared with supplies available, and deficits were identified for projected hydrologic conditions. Alternatives were developed and analyzed to provide information on which the local agencies can base decisions for future expenditures on infrastructure, including improvements to the imported water system, recycled water and treated water storage and distribution facilities throughout the valley, and groundwater banking and production facilities. This work has included regular contact with the Water Resources Technical Advisory Committee and coordination with a number of state and federal agencies.

Folsom Water Master Plan 2005 Update, City of Folsom, CA: Updated the City's Water System Master Plan to account for greatly increased population growth and revised water demand factors. Work includes reviewing and analyzing the operation of the existing facilities, updating the City water distribution system hydraulic model according to the latest City-developed base map, projecting the intermediate and build-out water demands, analyzing the water system component's ability to meet the current and immediate future demands, preparing a capital improvement program to ensure that the water system components would be able to meet future demands, and conducting technical reviews of water treatment plant expansion recommendations.



Bobby Vera, PE

Bobby is a civil engineer specializing in water resources, with a focus in water supply and facilities planning, hydraulic modeling, and wastewater collection system master planning. He is proficient in a variety of hydraulic modeling (pressure and gravity systems) and Geographical Information System (GIS) software. Bobby also has experience in water facilities design of groundwater wells, storage and pumping stations, hydraulic transient analyses and sizing of hydropneumatic tanks or other surge mitigation devices.

EXPERIENCE

Water Master Plan, City of Modesto, CA: Project Engineer responsible for updating the City's hydraulic model, updating performance criteria, and performing system hydraulic evaluations. Updated the hydraulic model through a thorough review of City's latest GIS and available as-built drawings. Performed hydraulic model calibration (using steady state hydrant test simulations) and verification (using extended period simulations and comparing to City's SCADA and data collected by hydrant pressure recorders) of the newly updated hydraulic model. Performed existing and buildout water system hydraulic evaluations using the newly updated, calibrated and verified hydraulic model. Results from the existing and buildout water system evaluations will be used to develop a comprehensive capital improvement program.

Water System Master Plan, City of Menlo Park, CA: Project Engineer responsible for managing the comprehensive update to the City's GIS by managing field teams with GPS Trimble unit to collect and collect data from various city assets; overseeing the conversion GPS collected points into an ArcGIS geodatabase; and overseeing the geo-processing the topology and connectivity of each feature (e.g., pipelines valves, hydrant meters, etc.). Directed the hydraulic model build, using the newly developed and field-verified GIS information; calibration (using steady state hydrant test simulations); and subsequent existing and buildout system hydraulic evaluations. Results from the existing and buildout water system evaluations will be used to develop a comprehensive capital improvement program. Directed a specialize hydraulic model training session at the completion of the project to inform City staff how to best leverage their hydraulic model.

Water Facilities Master Plan Update, Eastern Municipal Water District, Perris, CA: Project Engineer and Modeler for updated Water Facilities Master Plan. Developed demand projections and identified capital improvement needs (e.g., transmission pipelines, storage and pumping upgrades, etc.) for the potable water distribution system from through buildout of the District's system. Evaluated the water system under both average and peak demand conditions. Modeling scenarios were evaluated for maximum day demands (extended period simulation, using seven successive maximum demand days to confirm operational trends), maximum day demand with fire flow (static simulations), and average



STAFF TITLE: Senior Engineer I

YEARS OF EXPERIENCE: 8

PROFESSIONAL REGISTRATION

- Professional Civil Engineer, California No. 83500
- Grade II Water Distribution System Operator, California No. 48180

EDUCATION

- MS, Engineering Science, Civil & Water Resource Engineering, University of the Pacific, Stockton, California
- BS (*cum laude*), Civil Engineering, University of the Pacific, Stockton, California

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- American Water Works Association
- Sacramento Area Water Works Association
- California Water Environment Association
- Water Education Foundation Water Leader, Class of 2017
- Northern California Pipe Users Group

day demands (seven-day extended period simulation to evaluate high pressure areas). Capital improvement projects were identified to address deficiencies found in the analysis and were summarized in a capital improvement plan.

Water System Master Plan, City of Hayward, CA: Staff Engineer responsible for developing a water master plan and hydraulic model to recommend and prioritize capital improvement projects for a 25-year planning horizon. Tasks included reviewing water system facilities data and developing a hydraulic model to evaluate the City's existing and future water systems. Specialized evaluations included a review of the City's standard operating procedures, an assessment of potentially using the City's emergency groundwater wells for potable water supply, and the development of a Sustainability Plan. Results from the existing and future water system evaluations were used to develop a comprehensive capital improvement program. Hydraulic model development included both static calibration using field data collected from hydrant tests and dynamic verification using a 24-hour period simulation.

French Valley and Winchester Sub-Regional Water Master Plan, Eastern Municipal Water District, CA: Staff Engineer assisting in the development of a Sub-Regional Water Master Plan for the French Valley and Winchester area of Eastern Municipal Water District (EMWD). This planning effort includes reviewing EMWD's existing calibrated hydraulic model; adjusting facility control settings; updating existing demand assumptions; and projecting future demand assumptions within the study area. West Yost will assess the re-zoning of pressure zone areas to improve existing and future service to customers. Existing condition and ultimate buildout of the study area will be evaluated. West Yost will also evaluate various supply options and timing for the need of the supply; evaluate the system storage requirements for the study area; and make recommendations for the volume of storage required and propose preliminary site locations for the storage.

Water System Master Plan, City of San Bruno, CA: Staff Engineer responsible for developing a water system master plan and hydraulic model to recommend and prioritize capital improvement projects for a 20-year planning horizon. Tasks included conducting a facility assessment of the City's tanks, wells, and pump stations; reviewing water system facilities data; and developing a hydraulic model to evaluate the City's existing and future water systems. Results from the existing and future water system evaluations were used to develop a comprehensive capital improvement program. Hydraulic model development included calibration using field data collected from hydrant tests.

Water Master Plan Update, City of Lathrop, CA: Staff Engineer assisting with hydraulic modeling using WaterCAD. The project included evaluating existing system performance and water demand projections for SB x7-7 compliance to reduce per capita water use by 20 percent by 2020 (20x2020). The City relies on a mix of local groundwater and surface water supplies and the local groundwater basin was in overdraft, with water quality issues, increasing salts, and naturally occurring arsenic. West Yost refined the City's water supply strategy to include supplemental groundwater wells and identify infrastructure needed to blend groundwater and treated surface water supplies to defer the need for further groundwater treatment. Hydraulic modeling was used to evaluate the distribution system infrastructure, identify cost-effective improvements, and develop a future system analysis for capital improvement projects.

Hydraulic Modeling for Northern Area, City of Ceres, CA: Project Engineer assisting with hydraulic modeling to evaluate potential improvement scenarios to increase system pressures in the northern part of the Ceres system. The City experienced low pressure complaints in the north part of the system and requested West Yost conduct an evaluation of short term improvements to provide cost-effective improvements to system pressures. The project includes hydraulic analysis to assess options and provide a recommended improvement plan.

Water Systems Planning Study, University of California, Davis: Project Engineer and Modeling Lead for the preparation of a Water Systems Planning Study for the UC Davis campus. The study evaluates the future needs of major campus water systems, which include domestic water (potable), utility water (non-potable irrigation), recycled water, wastewater collection, agricultural and fisheries waters, and stormwater. The study supports the implementation of the UC Davis Long Range Development Plan, which was updated in 2018. Tasks include the evaluation of recent water use trends and development of future water demand projections, evaluation of recent wastewater flows and development of future flow projections, evaluation of existing system capacities and limitations, and evaluation of the availability and reliability of existing water supplies (including surface water, groundwater supplies, purchased water, and recycled water), and opportunities and constraints for future water supply options (including aquifer storage and recovery, expanded use and possible treatment of Solano Project Water, expanded recycled water use, reuse of graywater/blackwater). Bobby also lead the hydraulic modeling calibration (static and extended period) and evaluation efforts to identify system deficiencies in UC Davis' domestic and utility water systems.



Amy Kwong, PE

Amy brings 13 years of engineering experience in water resources engineering, specializing in hydraulic modeling, urban water management planning, water master planning, and design of water system infrastructure. Amy has extensive experience developing and allocating demands, and completing buildout system hydraulic model analysis. Amy worked on the City of Stockton 2008 Water Master Plan and was responsible for the verification of the updated hydraulic model as well as analysis of the existing and future system requirement. Her other relevant experience includes the City of Ceres' SBx7-7 Compliance, City of Santa Rosa's 2010 UWMP Update, the City of Hayward's Water Master Plan, and the Zone 7 Water Agency's Water Transmission System Master Plan.

EXPERIENCE

Stockton District Water Supply and Facilities Master Plan, California Water Service Company, Stockton, CA: Staff Engineer responsible for adding nodes, junctions, pipelines, and facilities into the hydraulic model. Work also included spatially locating existing demands using meter data and then allocating these demands into the model. Performed static calibration and dynamic verification of the model as well as the analysis of the existing and future systems. Responsible for identification of necessary capital improvements and estimation of improvement costs. Also provided assistance on analyzing the condition of the current groundwater supply. Project also included update of the "Modeler's Notebook".

Water Master Plan Update, City of Stockton, CA: Staff Engineer responsible for the dynamic verification of the updated hydraulic model as well as the analysis of the existing and future system requirements, identification of necessary capital improvements, and estimation of improvement costs. Project also included an update of the "Modeler's Notebook." Additional work on the model included analysis of a drought condition to assist the City on prioritizing well improvements.

2015 Urban Water Management Plan (UWMP), City of Modesto, CA: Project Engineer responsible for updating the City's 2010 UWMP to meet requirements from the California Water Code and Department of Water Resources' Guidebook for the Preparation of 2015 UWMPs. Tasks included review of water demand projections, water supply availability and reliability from surface water and groundwater, SBx7-7 compliance, demand management measures, and the City's water shortage contingency plan.

2010 Urban Water Management Plan, City of Ceres, CA: Staff Engineer responsible for updating the Water Demand and Demand Management and Conservation sections of the UWMP. Water demands were updated based on demands projected in the City's Water Master Plan and requirements to comply with SBx7-7. The Demand Management and Conservation section was updated based on conversations with City staff regarding the City's current and proposed water conservation activities.



STAFF TITLE: Principal Engineer I

YEARS OF EXPERIENCE: 13

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 73213

EDUCATION

- MS, Civil and Environmental Engineering, Stanford University, Stanford, CA
- BS, Civil and Environmental Engineering, San Jose State University, San Jose, CA

PROFESSIONAL AFFILIATIONS

- American Water Works Association
- American Society of Civil Engineers
- Bay Area Water Works Association
- Water Education Foundation, 2013 Water Leaders Class

Water Master Plan, City of Modesto, CA: Project Engineer responsible for developing the City's buildout water demand projections and updating the water demands in the hydraulic model. Directed and performed QA/QC on the hydraulic model calibration (using steady state hydrant test simulations) and verification (using extended period simulations) as well as the existing and buildout water system hydraulic evaluations. Results from the existing and buildout water system evaluations will be used to develop a comprehensive capital improvement program.

Water Master Plan, City of Healdsburg, CA: Project Manager responsible for leading the development of the City's Water Master Plan update. The update process included the development and calibration of a new hydraulic model to represent the City's water system. Improvement projects identified from the hydraulic model evaluations were used to develop a comprehensive and prioritized capital improvement plan to address deficiencies in the City's existing water system.

Water Master Plan Update, City of Santa Rosa, CA: Project Engineer responsible for the development of the City's Water Master Plan Update. Tasks included directing the development of future water demands and update of the City's hydraulic model.

Water System Master Plan, City of San Bruno, CA: Project Engineer responsible for developing a water system master plan and hydraulic model to recommend and prioritize capital improvement projects for a 20-year planning horizon. Tasks included conducting a facility assessment of the City's tanks, wells, and pump stations; reviewing water system facilities data; and developing a hydraulic model to evaluate the City's existing and future water systems. Results from the existing and future water system evaluations were used to develop a comprehensive capital improvement program. Hydraulic model development included calibration using field data collected from hydrant tests.

Water System Master Plan, City of Hayward, CA: Project Engineer responsible for developing a water master plan and hydraulic model to recommend and prioritize capital improvement projects for a 25-year planning horizon. Tasks included reviewing water system facilities data and developing a hydraulic model to evaluate the City's existing and future water systems. Specialized evaluations included a review of the City's standard operating procedures, an assessment of potentially using the City's emergency groundwater wells for potable water supply, and the development of a Sustainability Plan. Results from the existing and future water system

evaluations were used to develop a comprehensive capital improvement program. Hydraulic model development included both static calibration using field data collected from hydrant tests and dynamic verification using a 24-hour period simulation.

Citywide Water System Master Plan, City of Tracy, CA: Project Engineer responsible for developing and analyzing unit water demand factors to project future water demands based on the City's adopted General Plan land uses. Additional tasks included updating the City's existing potable water system hydraulic model and developing a new recycled water system model to be used for analyzing future water demands and subsequently identify required backbone infrastructure to serve buildout of the adopted General Plan. Improvement projects identified from the hydraulic model evaluations were used to develop a comprehensive capital improvement plan. An additional Operations Guide was developed after the Citywide Water Master Plan to provide City operations staff with a document outlining the recommended water system operational strategies during typical winter and summer demand periods. The Operations Guide also evaluated the impacts to the existing water system from proposed near-term infrastructure improvements.

Water Master Plan, City of Ceres, CA: Staff Engineer responsible for developing and analyzing unit water demand factors to project future (near-term and buildout) water demands based on the City's adopted General Plan land uses. Subsequent task includes identifying required backbone infrastructure to serve projected near-term and buildout water demands by updating and using the City's existing hydraulic model. Improvement projects identified from the hydraulic model evaluations were used to develop a comprehensive capital improvement plan.

Water Master Plan Update and Operational Model Development, City of Santa Rosa, CA: Staff Engineer responsible for updating new pipelines and allocating existing demands into the hydraulic model. Provided assistance with dynamic verification of the model. Work also included development of unit water demand factors using spatially located meter data and writing a technical memorandum summarizing the development process.



Rhodora N. Biagtan, PE

Rhodora is a civil engineer with a focus in water resources planning and utilities industry. She is an experienced manager who specializes in resource and operations planning, contracts, budgeting, personnel, regulatory compliance, development permitting and construction, and capacity fee development. She successfully managed programs to ensure compliance with regulatory requirements in water conservation, backflow prevention, pollution prevention, and recycled water use. She previously worked for Dublin San Ramon Services District (DSRSD), where she managed the Planning and Permitting Division as a Principal Engineer Supervisor, and directed the Engineering Department as Interim Engineering Services Manager. While there, Rhodora managed the preparation of DSRSD's UWMPs.

EXPERIENCE

Interim Engineering Services Manager, Dublin San Ramon Services District, Dublin, CA: As Interim Engineering Services Manager, Rhodora provided oversight on major engineering programs including Capital Improvement, Water Resources Planning, Utilities Planning, Development Permitting, Asset Management, GIS/Mapping, Recycled Water Program, Environmental Compliance, Backflow Prevention, and Water Conservation. She managed twenty employees, an annual operating budget of over \$4.1 million, and a two-year Capital Improvement Program Budget of over \$15 million.

Rhodora ensured the execution of the DSRSD Strategic Plan objectives and tasks for the department, and prepared, administered and controlled the department budget. As District Engineer, she implemented DSRSD's facilities Master Plans and Capital Improvement Program for the expansion and rehabilitation of the its infrastructure, including potable water, recycled water, and sanitary sewer facilities. She ensured that the DSRSD District Code of Ordinances and Standard Procedures and Specifications were followed. She represented the District in interagency collaboration with external agencies, fostering cooperative working relationships with regional intergovernmental and regulatory agencies including the Cities of Dublin, Pleasanton, and Livermore, Zone 7 Water Agency, and East Bay Municipal Service District (EBMUD), and the San Francisco Bay Area Regional Water Resources Control Board.

In response to the unprecedented 2014 drought, where 80% of DSRSD's water supply source became unavailable, she coordinated with the operations manager and regional water agencies to implement mandatory water conservation measures. Under her purview, her department obtained the permit for state's first residential recycled water fill station program, developing a new user permitting and monitoring program for it. The effort resulted in more than 3,500 users and effort received regional and national attention, promoted recycled



STAFF TITLE: Principal Engineer II

YEARS OF EXPERIENCE: 25

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. C59371

EDUCATION

- MS, Civil & Environmental Engineering, University of California, Davis
- MBA, Natural Resource Management, Graduate School of Management, University of California, Davis
- BS, Civil Engineering and Materials Science & Engineering, University of California, Davis

PROFESSIONAL AFFILIATIONS

- WaterReuse California – Northern California Chapter Board of Trustee Representative
- California Water Environment Association
- Bay Area Water Works Association

water and water conservation, and received numerous awards and recognition. The program was duplicated in communities throughout California. She collaborated with Bay Area agencies to successfully obtain \$2 million of Integrated Regional Water Management Proposition 84 Implementation Grant funding for an emergency drought project to expand the recycled water distribution system to established areas of DSRSD.

To mitigate future water shortages for the agency, she managed the preparation of DSRSD's plan for long-term alternative water supply sources and updated its water supply policy.

Principal Engineer-Supervisory, Dublin San Ramon Services District, Dublin, CA: As Principal Engineer-Supervisory, Rhodora was responsible for the Planning & Permitting Division, including water resources planning and water and wastewater utilities development engineering. She also was responsible for the implementation of DSRSD's Recycled Water Program, Backflow Prevention and Cross Connection, and Water Conservation. She supervised ten employees and managed an annual budget of over \$2.66 million.

As District Engineer for development projects, Rhodora managed agency staff with a priority in providing excellent customer service to internal and external customers. Rhodora was responsible for the 300% expansion of the agency's service area including the construction of potable and recycled water distribution systems and the wastewater collection system. She ensured minimal adverse impact to existing water and wastewater service users, while also ensuring that the agency's operators receive a system that they can operate and maintain. She also maintained and updated the agency's standard procedures and specifications for design of construction of water and wastewater facilities, and its recycled water use guidelines.

Legislation and Regulations Monitoring: In her role managing multiple programs, Rhodora monitored legislations and regulations that may affect DSRSD's potable water, recycled water, and wastewater services. She updated her manager and presented key legislation and regulations to the DSRSD Board as necessary. She proposed changes to District policies and updated its Code of Regulations to maintain conformance to regulatory requirements. During public comment periods, she prepared comments on behalf of DSRSD and collaborated with external organizations to influence changes to pending legislation and regulations.

Agency Representation: Rhodora represented DSRSD to negotiate agreements with consulting firms, developers for infrastructure construction, and property owners for DSRSD property rights. She also represented DSRSD to facilitate interagency collaboration and cooperative working relationships with other agencies, such as Cities of Dublin, Pleasanton, and Livermore, Zone 7 Water Agency, and EBMUD, and the San Francisco Bay Area Regional Water Resources Control Board.

Water Resources and Facilities Master Planning: She managed preparation of service demand projections, urban water management plans, and water and wastewater facilities master plans throughout the continued expansion of the DSRSD service area. She coordinated with other divisions to project service demands and ensure that major facilities are in place to provide services to new development. She collaborated with the financial department to prepare fee and rate studies to ensure that major facilities are funded and sufficient revenues are budgeted. She coordinated with the field operations department to address existing customer service and infrastructure concerns.

Development Projects: Rhodora managed the review and permitting of proposed water and wastewater systems for conformance with the agency's standard specifications and ensured that appropriate fees were collected. With 90 to 100 active, permitted development projects at any time, she coordinated construction activities between development projects, and imposed conditions of approvals as needed. To minimize construction conflicts and costs and meet service demands in a timely manner, she negotiated and administered agreements with developers that ensured coordinated installation of major infrastructure in new developments. When needed, Rhodora managed the preparation of SB 610 Water Supply Assessment and SB 221 Water Supply Verification for development projects.

Water Conservation: Rhodora was responsible for DSRSD's water conservation program. She managed the preparation of DSRSD's water shortage contingency plan, and the administration of its water conservation program. She ensured collaboration with DSRSD's water wholesaler, Zone 7 Water Agency, DSRSD's Customer Service Division, and Public Information Division to advance water conservation for existing users and development projects. She monitored the agency's unaccounted-for water and ensured that DSRSD is in conformance with the State's water conservation legislation.



Don Ballantyne, PE

Don is nationally known in multi-hazard risk management of infrastructure systems. He has estimated losses, evaluated and/or designed upgrades for over 100 systems. He has designed infrastructure facilities and pipelines. Mr. Ballantyne is a leader in the earthquake community - he is a past Director of the Earthquake Engineering Research Institute (EERI) and Past Chair of the ASCE Technical Council on Lifeline Earthquake Engineering (TCLEE). He has also been an active member of the American Water Works Association (AWWA).

EXPERIENCE

Penitencia Water Treatment Plant (PWTP) Pipelines Seismic Assessment and Upgrade, Santa Clara Valley Water District (SCVWD), CA: With Carollo Engineers and Degenkolb (2015). This project involved seismic assessment of 60", 66" and 72" diameter raw and treated water pipelines serving the 40 MGD SCVWD PWTP. The pipelines cross a landslide that will put them in compression on the order of 8 to 10 feet in a Hayward Fault earthquake. Ballantyne's role included coordination with the geotechnical engineer to develop pipe modeling parameters, development of alternative pipeline mitigation concepts, support in development of pipeline structural models, and input on the proposed seismic isolation valve system.

SCVWD Infrastructure Reliability Plan Project (IRP), Santa Clara Valley Water District, San Jose, CA: Subconsultant to RMC. Directed screening assessment for 27 potential hazards. Return period and associated intensity were quantified for each. The vulnerability of each critical system component to each hazard, and the associated consequence of failure were estimated. The hazard, vulnerability, and consequence were combined into a relative risk ranking. Supported development of a system model to estimate the system reliability when subjected to earthquakes, floods, and power outages. Participated in seismic evaluation of three treatment plants, pump stations and reservoirs. Significant contributor to 2015 IRP update as a subconsultant to AECOM.

Water System Hazard Assessment with a Focus on Seismic Vulnerability, Eugene Water and Electric Board, OR: Subconsultant to West Yost. Mr. Ballantyne conducted a high-level hazard analysis that focused on both volcanic and earthquake hazards. EWEB's surface water supply is on the flanks of an active volcano. An alternative supply is also vulnerable to a volcanic event but in another location. EWEB considered the findings in the development of their Water System Plan. EWEB is also vulnerable to earthquake shaking from the Cascadia Subduction Zone Earthquake. Ballantyne worked with the West Yost staff to employ the methodology of overlaying the distribution system on a geologic hazard map and identified areas where the pipe was most vulnerable and an estimate for the expected number of failures.



STAFF TITLE: Principal Engineer

YEARS OF EXPERIENCE: 40

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. C34088, Washington No. 23237

EDUCATION

- MS, Civil/Sanitary Engineering, SUNY at Buffalo
- BS, Civil Engineering, Rensselaer Polytechnic Institute

Water System Seismic Vulnerability Assessment, City of Menlo Park CA: Subconsultant to West Yost. This assignment is part of the Water System Master Plan being developed by West Yost. Menlo Park receives 100% of their water from the San Francisco Public Utility Commission. The seismic assessment project is focusing on expected pipeline performance for San Andreas and Hayward and earthquake scenarios and making recommendations to mitigation damage.

Water System Seismic Vulnerability Assessment of the Bellevue Water System, WA: Providing technical direction with Jacobs Engineering. Providing input on seismic scenarios, pipe fragility relationships and reviewing pipe damage estimates.

Water System Seismic Vulnerability Assessment, City of Kent, WA: Subconsultant to Kennedy/Jenks Consultants. Mr. Ballantyne was the team earthquake lead with responsibilities in providing overall project direction and specific assignments to develop earthquake performance goals and assess pipeline performance. He is working with the team to identify and prioritize mitigation projects to reduce post-earthquake restoration time.

Water System Seismic Vulnerability Assessment, Tualatin Valley Water District, OR: Subconsultant to Carollo Engineers. TVWD management was heavily involved in the development of the Oregon Resilience Plan and wanted to understand the seismic vulnerability of their system. One of the key elements of their system is their water distribution system. A significant part of that system is in soils subject to liquefaction from a Cascadia Subduction Zone earthquake, and/or a less frequent but nearer field event. Mr. Ballantyne directed Carollo Engineers GIS staff to conduct a pipeline loss estimate when subjected to strong ground shaking and permanent ground deformation resulting from liquefaction/lateral spreading. Carollo was able to use the resulting estimated losses to develop a long-term pipe replacement program.

Water System Seismic Vulnerability Assessment, Seattle Public Utilities, WA: Consultant to SPU. Mr. Ballantyne has worked with SPU since the late 1980s on the seismic vulnerability of transmission and distribution piping. In 1990 he led a USGS funded project to develop/apply the methodology estimate pipeline damage in an earthquake. In 2006, he worked with Seattle in an AWWARF (now WRF) project to better understand 2001 Nisqually Earthquake effects and identify alternatives that may reduce the impacts of seismic damage. In 2013 through 2017, he worked for SPU to provide project oversight and direction. Ultimately, he worked with a team of experts to help evaluate the vulnerability of transmission pipeline failures in the supply system.

Water System Seismic Study, Portland Water Bureau (PWB), OR: Mr. Ballantyne worked with PWB providing subject matter expertise to assist in management of the project consultant. The project developed a seismic loss estimate of the PWB system when subjected to a Cascadia Subduction Earthquake. The assessment was performed in accordance with the recommendations of the Oregon Resilience Plan. Elements included: 1) development of seismic hazards, 2) vulnerability assessment and fragility development for the PWB system facilities, transmission pipelines, and distribution system, 3) development of a mitigation plan to meet the ORP recommended Level of service goals.





January 23, 2020

City Clerk
 City of Stockton
 425 North El Dorado Street
 Stockton, CA 95202-1997

SUBJECT: 2020 Urban Water Management Plan for the City of Stockton (PUR 19-038)
 Proposal Fee

West Yost Associates (West Yost) will prepare the City of Stockton 2020 Urban Water Management Plan based on the proposed Scope of Work described in our January 23, 2020 proposal for a not-to-exceed fee of \$90,000. Work will be billed on a time-and-materials basis in accordance with our 2020 Billing Rate Schedule (Attachment A). If additional budget is required to complete work associated with this assignment, West Yost will not perform work in excess of the budgeted amount without the City's written authorization. Table 1 below summarizes the proposed level of effort and budget on a task-by-task basis.


Task	Estimated Level of Effort, hours	Budget, dollars
Task 1. Attend Meetings with City	28	\$8,000
Task 2. Collect and Review Data	14	3,300
Task 3. Prepare Administrative Draft 2020 UWMP	255	57,900
Task 4. Prepare Draft 2020 UWMP	21	4,200
Task 5. Support Public Hearing for Draft UWMP	10	2,800
Task 6. Prepare Final 2020 UWMP	15	3,700
Task 7. Respond to Comments/Questions from DWR	8	2,100
Task 8. Project Management and QA/QC	28	8,000
Task 9. Seismic Risk Assessment (OPTIONAL TASK)	TBD ^(a)	TBD ^(a)
Total	379	\$90,000

(a) As specific requirements for the Seismic Risk Assessments are not yet available, no budget has been included at this time. West Yost will coordinate with City staff once specific requirements are available to develop the scope and budget for the assessments if the required assessments have not already been completed under a separate project or study.

Please contact either Elizabeth at (925) 461-6793 or myself at (530) 792-3220 if you have any questions regarding our proposal, or would like additional information.

Sincerely,

WEST YOST ASSOCIATES


 Charles T. Duncan, P.E.
 President


 Elizabeth T. Drayer, P.E.
 Project Manager

CTD:ETD

Attachment: West Yost 2020 Billing Rate Schedule



2020 Billing Rate Schedule

(Effective January 1, 2020 through December 31, 2020) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$298
Engineering/Scientist/Geologist Manager I / II	\$283 / \$295
Principal Engineer/Scientist/Geologist I / II	\$257 / \$272
Senior Engineer/Scientist/Geologist I / II	\$230 / \$241
Associate Engineer/Scientist/Geologist I / II	\$198 / \$212
Engineer/Scientist/Geologist I / II	\$160 / \$185
Engineering Aide	\$92
Administrative I / II / III / IV	\$81 / \$102 / \$123 / \$135
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$291 / \$294
Principal Tech Specialist I / II	\$268 / \$279
Senior Tech Specialist I / II	\$245 / \$256
Senior GIS Analyst	\$224
GIS Analyst	\$211
Technical Specialist I / II / III / IV	\$156 / \$178 / \$200 / \$223
Cross Connection Specialist I / II / III / IV	\$117 / \$127 / \$143 / \$159
CAD Manager	\$178
CAD Designer I / II	\$138 / \$155
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$289
Construction Manager I / II / III / IV	\$174 / \$186 / \$198 / \$251
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$152 / \$169 / \$188 / \$196
Apprentice Inspector	\$138
CM Administrative I / II	\$74 / \$99
Field Services	\$196

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually