

## AGREEMENT FOR SERVICES

THIS AGREEMENT ("AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

West Yost  
Consultant

2020 Research Park Dr Ste 100	Davis	CA	95618
MAILING ADDRESS	CITY	STATE	ZIP

a California Corporation (State of inception) \_\_\_\_\_ (business structure)

STATE LICENSE CLASSIFICATION & NUMBER (if required)  
hereinafter referred to as "CONSULTANT".

### WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for 2025 Urban Water Management Plan

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

### AGREEMENT

#### 1. SCOPE OF SERVICES:

- A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in **Exhibit "A"**. This AGREEMENT and its exhibits shall be known as the "Agreement Documents". Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full herein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall govern. If any portion of the Agreement Documents is in conflict with any other portion or provisions contained in the AGREEMENT, the AGREEMENT shall govern over the conflicting provisions contained in the exhibits to the AGREEMENT. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's AGREEMENT and attachments, the City's AGREEMENT and attachments shall take precedence over Consultant's proposal and attachments.

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- B. Consultant enters into this AGREEMENT as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this AGREEMENT to bind the City in any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this AGREEMENT.
- C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this AGREEMENT is based on such independent investigation and research.

## 2. TERM OF AGREEMENT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on June 30, 2027, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or designee may, by written instrument signed by the Parties, extend the duration of this AGREEMENT in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

C. The Agreement Deliverables are as follows:

<u>Deliverables</u>	<u>Date</u>
Data Request List	Week of July 7, 2025
Project Kickoff Meeting	Week of July 21, 2025
Chapter 1 – Introduction	August 30, 2025
Chapter 2 – Plan Preparation	September 12, 2025
Chapter 3 – System Description	September 30, 2025
Chapter 4 – Water Use Characterization	October 17, 2025
Chapter 5 – SB X7-7 Compliance	September 30, 2025
Chapter 6 – Water Supply Characterization	October 31, 2025
Chapter 7 – Water Service Reliability and Drought Risk Assessment	February 13, 2026
Chapter 8 – Water Shortage Contingency Plan	November 21, 2025
Chapter 9 – Demand Management Measures	December 12, 2025
Chapter 10 – Plan Adoption, Submittal, and Implementation	September 12, 2025
Administrative Draft UWMP	March 13, 2026
Public Draft UWMP	April 10, 2026
City Council PowerPoint Presentation	May 1, 2026
Final 2025 UWMP	June 10, 2026
Submittal Confirmation	June 30, 2026

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Payment for services shall be made upon City's approval of deliverables. Submittal dates are subject to change based on DWR's release of the guidebook and the UWMP tables and that any changes in schedule will be communicated during status meetings and mutually agreed to between Consultant and City.

### 3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Fee Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed \$106,070 without City's prior written approval. With the Engineering Department's written approval an additional \$30,000 in project contingency can be available for any project related costs.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this AGREEMENT. The invoices shall be submitted with the monthly billings.

C. If the work is temporarily suspended at the request of the City, compensation shall be based upon the portion of work completed as of the date of the suspension, subject to Section 4.

### 4. TERMINATION:

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this AGREEMENT, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this AGREEMENT.

C. Notwithstanding any provisions of this AGREEMENT, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this AGREEMENT by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this AGREEMENT, except as provided in Section 4C. Upon termination, the City shall be entitled to all final work and draft work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 herein.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required herein. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this AGREEMENT in the manner provided in Section 5.

**7. PROPERTY OF CITY:**

A. It is mutually agreed that all draft and final materials prepared by the Consultant under this AGREEMENT shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this AGREEMENT which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

- B. Additionally, it is agreed that the parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by Consultant herein (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this AGREEMENT. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services herein. Consultant shall assist City in providing the same.

- B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this AGREEMENT and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this AGREEMENT.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

- B. Consultant agrees and represents that the work performed under this AGREEMENT shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

- C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this AGREEMENT. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.
- D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City., which will not be unreasonably withheld. Consultant shall be fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this AGREEMENT whether by assignment or novation, without the prior written consent of the City. However, claims for money due or to become due to Consultant from the City under this AGREEMENT may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

**12. INTEREST IN AGREEMENT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the AGREEMENT, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this AGREEMENT, City determines and notifies Consultant in writing that Consultant's duties under this AGREEMENT warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this AGREEMENT are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this AGREEMENT in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this AGREEMENT except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this AGREEMENT.

**16. CONSULTANT TO PROVIDE INSURANCE:**

- A. Consultant shall not commence any work before obtaining, and shall maintain in full force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than "A" in Class VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).
- B. Prior to execution of this AGREEMENT and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the AGREEMENT. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this AGREEMENT. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this AGREEMENT. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.
1. Commercial General Liability Insurance.
    - a. Commercial General Liability Insurance with \$2,000,000 minimum limit for each occurrence and \$4,000,000 minimum limit for general aggregate.
    - b. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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c. Commercial General Liability Additional Insured Endorsement naming the following as insured on 2001 or earlier issued endorsement forms: "City of Manteca, its officers, officials, employees, agents, and volunteers".

2. Automobile Liability: If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

a. Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.

b. Automobile Liability Additional Insured Endorsement naming the following as additional insured: "City of Manteca, its officers, officials, employees, agents, and volunteers".

3. Workers' Compensation: 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.

4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as 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 operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.

b. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

c. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

6. Verification of Coverage: Consultant shall furnish the City 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

## Agreement for Services

approved by the Entity 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 Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

8. 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 Manteca.

9. Waiver of Subrogation: Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity 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 Entity has received a waiver of subrogation endorsement from the insurer.

10. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

11. SPECIAL RISKS OR CIRCUMSTANCES: The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

12. Consultant shall sign the Certificate of Compliance with labor Code 3700 (Exhibit B).

13. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

- C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage that is not being maintained, in the form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due to Consultant under this AGREEMENT.
- D. No policy required by this AGREEMENT shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless written approval is obtained by Consultant from the City.
- E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.
- F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the AGREEMENT.



**17. MISCELLANEOUS PROVISIONS:**

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this AGREEMENT or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this AGREEMENT. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this AGREEMENT are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Wing Chang  
Assistant Engineer  
City of Manteca  
1001 W. Center St.  
Manteca, CA 95337

Consultant:

Elizabeth Drayer  
Vice President  
West Yost  
2020 Research Park Drive, Ste. 100  
Davis, CA 95618  
(925) 461-6793  
edraye@westyost.com

E. Governing Law and Venue. This AGREEMENT shall be interpreted and governed by the laws of the State of California, and any legal action relating to this AGREEMENT shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this AGREEMENT.

G. Severability. If any provision of this AGREEMENT is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred

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to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

- I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
- J. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this AGREEMENT. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this AGREEMENT, except those contained in or referred to in writing.
- K. Execution. This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.
- L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this AGREEMENT. Each party warrants to the other that the signature to this AGREEMENT have the legal power, right, and authority to enter into this AGREEMENT and to bind each party.
- M. California Prevailing Wage Requirement Pursuant to California Labor Code sections 1720 through 1861, the Consultant, its Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR), if applicable. This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite. The most current prevailing wage determination can be found at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

Agreement for Services

CITY OF MANTECA:

\_\_\_\_\_  
Toni Lundgren  
City Manager

ATTEST:

\_\_\_\_\_  
Cassandra Candini-Tilton,  
Director of Legislative Services

COUNTERSIGNED:

\_\_\_\_\_  
Matt Boring  
Interim Director of Finance

COUNTERSIGNED:

\_\_\_\_\_  
Stephanie Van Steyn,  
Director of Human Resources

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: \_\_\_\_\_  
Daniella Green, Assistant City Attorney

CONSULTANT:

West Yost / California Corporation

\_\_\_\_\_  
(Type name of Consultant/form of organization)\*

By: Elizabeth Drayer  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Elizabeth Drayer,  
Vice President

By: Lindsay Smith  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name and title) Lindsay Smith, Treasurer

Address: 2020 Research Park Drive. Suite 100

Davis, CA 95618

Telephone: 530.756.5905

EXHIBIT A

Consultant Proposal/Scope of Work

## SCOPE OF WORK

West Yost has developed a proven approach for the preparation of Urban Water Management Plans (UWMP) which provides the City of Manteca (City) with a 2025 UWMP that will be clear and concise, will meet all applicable requirements, and will be deemed complete by DWR. As noted above, the 2025 UWMP is due to DWR by July 1, 2026, and our approach and project tasks are laid out to meet this deadline. Throughout the preparation of the UWMP, West Yost will work with the City to schedule and post regulatory-required notices to minimize delays in adoption. The budget and schedule for this base scope of work are provided as Attachments 1 and 2, respectively.

In accordance with CWC Section 10652, preparation of UWMPs is exempt from the California Environmental Quality Act (CEQA). Thus, our proposal excludes efforts and deliverables associated with CEQA.

### TASK 1 PROJECT MANAGEMENT AND MEETINGS

Project management includes those general management activities that are not specific to any one task, including overall project management; coordination of activities and communication with City staff; schedule review; and budget review and invoicing. West Yost will provide overall project management activities associated with this project. The day-to-day management activities will include the scheduling of resources to perform the work, coordinating between project staff, and communicating project progress with City staff.

Under this task, West Yost will prepare for and conduct the following meetings with City staff:

- One-hour kick-off meeting to review UWMP organization, data needs, noticing requirements for preparation and adoption of the UWMP, and project schedule. The project schedule will include dates for issuance of notices, public review and comment periods, public hearing dates, and dates for the City Council to consider adopting the 2025 UWMP.
- Regularly scheduled meetings (conference calls) throughout the project to discuss project status, progress, and any issues encountered. West Yost has assumed that twelve (12) 30-minute conference calls will be conducted at regular intervals during the preparation of the 2025 UWMP.

#### Task 1 Assumptions

- All meetings will be conducted virtually via Microsoft Teams or similar application.

#### Task 1 Deliverables

- Monthly invoices with summary activities completed during the previous month.
- File sharing site via OneDrive.
- Chapter outline for 2025 UWMP and project schedule.
- Meeting agenda and notes summarizing decisions and action items.

## TASK 2 DATA COLLECTION AND ANALYSIS

West Yost will collect, review, and start analysis of the data and available reports needed to prepare the 2025 UWMP. Data collection for many plan components (e.g., City’s overall water system, water supply updates, and demand management measures) can begin in 2025; data on actual 2025 water use will be collected in early 2026.

West Yost will also review City and regional planning documents to integrate relevant contents in the 2025 UWMP. The planning documents include, but are not limited to, the City’s 2024 Water Master Plan, 2023 Reclaimed Water Facilities Master Plan, 2043 General Plan, 6th Cycle Housing Element, Climate Action Plan and any updates, the Eastern San Joaquin Groundwater Authority (ESJGWA) Groundwater Sustainability Plan, and the San Joaquin County 2023 Local Hazard Mitigation Plan.

West Yost will provide a data request list prior to the kickoff meeting and will actively track the data collection effort, indicating data received and data that is still outstanding. West Yost will report on the data collection effort progress during project progress meetings. Analysis of the data and integration of the data in the UWMP will be conducted under Task 3.

### Task 2 Deliverables

- Data request list (initial list at beginning of project and a second list in early 2026 to request Calendar Year 2025 data) with status updates on the data still outstanding.

## TASK 3 WATER DEMAND PROJECTIONS (COMPARISON TO 2024 WATER MASTER PLAN & OTHER DOCUMENTS)

Using the data received from the City under Task 2, West Yost will conduct analysis of the data and complete the DWR Reporting Tables. Under this effort, West Yost will develop water demand and supply projections up to 2050 based on the City’s 2024 Water Master Plan, 2043 General Plan, and 6th Cycle Housing Element.

West Yost will conduct water supply reliability analysis and prepare a drought risk assessment for the next five years using the demand projections developed under this task, citing the City’s Climate Action Plan and any updates, the Eastern San Joaquin Groundwater Authority (ESJGWA) Groundwater Sustainability Plan, and the San Joaquin County 2023 Local Hazard Mitigation Plan as necessary. Deliverables associated with this task are included under Task 6.1.

### Task 3 Deliverables

- DWR UWMP reporting tables as an appendix to the 2025 UWMP.

## TASK 4 NEW REQUIREMENTS

West Yost will review the final DWR guidelines, tables, and checklist. Any new DWR requirements will be addressed as part of the work described under Task 6.1. A summary of any new requirements will be provided to City staff as part of a progress check in meeting.

## **Task 4 Deliverables**

- Summary of any new DWR UWMP requirements.

## **TASK 5 WATER SHORTAGE CONTINGENCY PLAN**

West Yost assisted the City with the preparation of its currently adopted WSCP. West Yost will meet with City staff to discuss revisions needed in the procedures for the preparation of Annual Water Supply and Demand Assessments, and applicable Shortage Response Actions. West Yost will update the City's WSCP based on staff input. West Yost will incorporate any City updates to communication protocols, compliance and enforcement, monitoring and reporting, and financial consequences of the WSCP. Deliverables associated with this task are included under Task 6.

## **TASK 6 UWMP DELIVERABLES**

### ***Task 6.1 Administrative Draft 2025 UWMP***

The City's 2020 UWMP will be used as the base document for the preparation of its 2025 UWMP. West Yost will revise and update chapters as needed to comply with the specific requirements for 2025 UWMPs and to update water demand and supply data and projections. New Water Code and DWR requirements for UWMPs will be addressed. West Yost will prepare and submit draft versions of each chapter for City review, as they are completed.

City staff comments on each chapter will be reviewed and addressed before combining them into the Administrative Draft 2025 UWMP for City review and comment. The Administrative Draft 2025 UWMP will include all the required chapters, data tables, and plan appendices.

West Yost's Quality Assurance/Quality Control (QA/QC) Policy requires that all work projects are reviewed internally prior to submittal. As part of its QA/QC effort, West Yost will complete DWR's Urban Water Management Plan Checklist to demonstrate that all the required elements have been addressed and have been included in the City's 2025 UWMP. The location of the required elements within the UWMP will be cited in the checklist. The checklist will be included as an appendix of the 2025 UWMP.

### ***Task 6.2 Public Draft 2025 UWMP***

West Yost will address and incorporate comments received from the City on the Administrative Draft and prepare the Public Draft 2025 UWMP for the City's circulation and required public review to comply with the minimum 14-day public review period.

### ***Task 6.3 Provide Support for the Public Hearing and Adoption of the 2025 UWMP***

West Yost will support City staff with preparing for and conducting a public hearing for the Public Draft 2025 UWMP. Specific support tasks will include preparation of a PowerPoint presentation for the public hearing and in-person attendance at the public hearing to assist in responding to any questions from the City Council and/or the public. West Yost will review staff reports prepared by City staff and provide template resolutions for adoption of the UWMP and WSCP.

West Yost will meet with City staff to review a draft presentation and prepare for the City Council meeting. City comments will be incorporated in the preparation of the final presentation.

### ***Task 6.4 Prepare Final 2025 UWMP***

West Yost will incorporate comments from the public and the City Council into the Final 2025 UWMP. West Yost will also upload the final document to DWR's WUEdata portal and submit a copy to the State Library.

### ***Task 6.5. Support for Revised Final 2025 UWMP (If Needed)***

West Yost will provide the City with assistance in responding to DWR comments on the submitted Final 2025 UWMP, if any. Because the exact nature or extent of DWR's comments cannot be determined at this time, West Yost's level of effort to respond cannot be specifically estimated. For the purposes of this proposal, up to eight (8) hours of senior-level engineering support has been estimated.

#### **Task 6 Assumptions**

- The City will provide review comments for each chapter to West Yost within ten (10) working days of receipt.
- The City will prepare the required notices of preparation of the UWMP, notice of availability and public hearing, the City Council agenda item staff report, and resolutions of adoption.
- City staff will prepare draft staff reports.

#### **Task 6 Deliverables**

- Template language for notices and resolutions of adoption
- Draft Chapters in Microsoft Word
- Administrative Draft 2025 UWMP in PDF format
- Public Draft 2025 UWMP in PDF format for the City's circulation and public review
- Draft and Final PowerPoint presentation of the Public Draft 2025 UWMP
- Final 2025 UWMP in PDF format for the City's distribution and use
- Confirmation of a successful upload of the Final 2025 UWMP to DWR's WUEdata portal
- Responses to DWR review comments, as needed

### **Task 7. Prepare 2026 Annual Water Use Report (Optional)**

As an optional task, West Yost will support the City with the preparation of its Annual Water Use Report associated with its Urban Water Use Objectives, due to the State by January 1, 2026. The effort requires data organized in a report form provided by DWR. This task will only be conducted after receiving written authorization and a corresponding budget augmentation of \$8,920 from the City.

#### ***Task 7.1 Data Collection and Review***

West Yost will collect and review the data collected from the preparation of the 2025 UWMP (from Task 2 above) and available reports needed to prepare the Annual Water Use Report. West Yost will prepare a data request list for any additional information needed for the report and submit it to the



City. West Yost will track the data collection effort, indicating data received and data that is still outstanding, and will coordinate directly with City staff to complete data collection.

West Yost will organize and analyze the data received in preparation for entry in the DWR report.

### ***Task 7.2. Report Preparation and Submittal***

West Yost will enter the data in the Annual Water Use Report form issued by DWR and submit the draft report to the City for review. A meeting with City staff will be held to review the report and the assumptions made in the report.

West Yost will incorporate City comments on the draft and prepare the final report for the City's review and approval. After preparation, West Yost will enter the report in the WUEData Portal (<https://wuedata.water.ca.gov/>). West Yost will forward the submittal confirmation to City staff.

#### **Task 7 Assumptions**

- The DWR Annual Water Use Report form for reports due January 1, 2026 will be available for preparation of this report, and is substantially the same as the 2025 reporting form.
- City will provide requested data to West Yost in the format requested within ten (10) working days of kick-off meeting.
- The City will provide review comments on the draft report within ten (10) working days.
- The City will provide review comments on the final report within ten (5) working days.
- The meeting will be conducted virtually via Microsoft Teams or similar format.

#### **Task 7 Deliverables**

- Data request list with status updates on the data still outstanding
- Draft and Final Annual Water Use Report in Excel format
- Summary notes from the draft report review meeting with the City
- Annual Water Use Report submittal confirmation from DWR

### **Task 8. Prepare 2026 Annual Water Supply and Demand Assessment (Optional)**

As an optional task, West Yost will support the City with the preparation of its 2026 Annual Water Supply and Demand Assessment (AWSDA) and Annual Water Shortage Report, due to the State by July 1, 2026. The AWSDA estimates the potential gap between water demand and available supply for the upcoming year (2027), assuming dry conditions. The effort requires data organized in a report form provided by DWR. This task will only be conducted after receiving written authorization and a corresponding budget augmentation of \$7,630 from the City.

West Yost will review data collected from the preparation of the 2025 UWMP, organize, and analyze the data, conduct the AWSDA, and prepare the Annual Shortage Report using DWR's reporting workbook. The City's 2025 UWMP and historical water demand data will serve as the basis for preliminary projections of monthly unconstrained water demands from July 1, 2026 to June 30, 2027. West Yost will also develop monthly water supply projections under single dry year conditions for 2027, incorporating data from the City and its potable water supplier. These demand and supply projections will be refined based on the City's input.

Based on the projected water demands and available water supplies, the estimated water surplus or shortage will be identified. Anticipated actions from the City's WSCP will also be identified, if needed. West Yost will submit a draft AWSDA worksheet to the City for review.

One 30-minute virtual meeting is assumed to review the draft Annual Shortage Report, discuss any assumptions used to prepare the report, and to gather input from City staff. Input will be incorporated into the final Annual Shortage Report for City approval. After approval, West Yost will upload the Annual Shortage Report to the WUEdata Portal on the City's behalf.

### **Task 8 Assumptions**

- DWR's 2026 Annual Water Shortage Report workbook is assumed to be substantially similar to the previous years' workbook.

### **Task 8 Deliverables**

- Draft and final Annual Shortage Report in worksheet format
- E-mail confirmation of submittal

## **ASSUMPTIONS**

West Yost prepared the scope of work provided above based on the following key assumptions:

1. The tasks and schedule described above are based on the current (as of May 2025) 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 2025 UWMP, the scope of work may need to be revised to complete the 2025 UWMP.
2. The DWR Guidebook for the 2025 UWMPs is assumed to be available by June/July 2025 and will provide guidance on 2025 UWMP requirements, organization, and tables.
3. The City will prepare and send required notices and provide documentation of coordination with the public and other agencies. The City will post the required newspaper notices. West Yost may provide templates for required notices upon request. The City will provide copies of such notices to West Yost for inclusion in an appendix to the 2025 UWMP.
4. 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 2025 UWMP; however, budget to complete seismic risk assessments is not included in this project. The City may 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.
5. The City shall conduct a public hearing for the Public Draft 2025 UWMP, and the City Council shall adopt the 2025 UWMP before submittal to DWR in accordance with the Water Code. The due date for submittal of the 2025 UWMP to DWR is July 1, 2026.



## ATTACHMENT 1. BUDGET FOR CITY OF MANTECA 2025 UWMP

Project Summary, Hours and Fee		
<i>West Yost Associates</i>		
PROJECT: City of Manteca 2025 UWMP	Hours	Fee
<b>Task 1. Project Management and Meetings</b>		
<i>Subtotal, Task 1</i>	57	\$ 17,770
<b>Task 2. Data Collection and Analysis</b>		
<i>Subtotal, Task 2</i>	26	\$ 6,730
<b>Task 3. Water Demand Projections</b>		
<i>Subtotal, Task 3</i>	53	\$ 13,030
<b>Task 4. New Requirements</b>		
<i>Subtotal, Task 4</i>	6	\$ 1,860
<b>Task 5. Water Shortage Contingency Plan</b>		
<i>Subtotal, Task 5</i>	15	\$ 4,060
<b>Task 6. UWMP Deliverables</b>		
<i>Subtotal, Task 6</i>	239	\$ 62,620
<b>Task 7. Prepare 2026 Annual Water Use Report (Optional)</b>		
<i>Subtotal, Task 7</i>	33	\$ 8,920
<b>Task 8. Prepare 2026 Annual Water Supply and Demand Assessment (Optional)</b>		
<i>Subtotal, Task 8</i>	29	\$ 7,630
<b>TOTAL</b>	<b>458</b>	<b>\$ 122,620</b>
<p>Fee Estimate Assumptions:</p> <ul style="list-style-type: none"> <li>• The City is assumed to prepare and send required notices and provide documentation of coordination with the public and other agencies. West Yost will provide templates for required notices. Copies of such notices will be included in an appendix to the 2025 UWMP.</li> <li>• 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 2025 UWMP.</li> <li>• The schedule presented in this proposal assumes that the 2025 UWMP can be adopted at a public hearing at a regularly scheduled City Council meeting in late May/early June 2026, assuming comments received at the public hearing are minor. Assuming plan adoption occurs by no later than early June 2026, sufficient time is anticipated following plan adoption to submit/upload the adopted plan to DWR by the July 1, 2026 deadline.</li> </ul> <p>Additional assumptions specific to individual tasks are as follows:</p> <p>Task 1.</p> <ul style="list-style-type: none"> <li>• A one-hour virtual kickoff meeting is assumed.</li> <li>• Twelve 30-minute progress meetings are assumed for the estimated 12-month duration of the project.</li> <li>• Microsoft Office Suite will be used to conduct meetings (Teams), prepare documents (Word) and tables (Excel), and share files (SharePoint/OneDrive).</li> </ul> <p>Task 6.</p> <ul style="list-style-type: none"> <li>• The City will provide review comments for each chapter to West Yost within two weeks of receipt.</li> <li>• City staff will prepare draft staff reports.</li> </ul>		

Exhibit A - Attachment 2													
Preliminary Schedule: 2025 Urban Water Management Plan													
Task	2025						2026						
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Task 1. Project Management and Meetings													
Kickoff Meeting	■												
Project Meetings (12 meetings)		■	■	■	■	■	■	■	■	■	■	■	■
Task 2. Data Collection and Analysis													
Collect and Review Data for 2025 UWMP		■	■	■	■	■	■	■	■	■			
Submit Data Request List		●						●					
Task 3. Water Demand Projections													
Prepare Water Demand and Supply Projections						■	■	■	■				
Prepare Drought Risk Assessment							■	■	■	■			
Task 4. New Requirements													
Review Final DWR Guidelines and Summarize Updates				■	■								
Task 5. Water Shortage Contingency Plan													
Prepare Water Shortage Contingency Plan				■	■	■	■						
Task 6. Deliverables													
City to issue 60-day Notice of Preparation (prior to March 2026)						■							
Task 6.1. Administrative Draft 2025 UWMP													
Prepare Administrative Draft 2025 UWMP				■	■	■	■	■	■	■	■	■	
Deliverable: Administrative Draft 2025 UWMP											●		
City Staff Review Period										■			
Task 6.2. Public Draft 2025 UWMP													
Prepare Public Review Draft 2025 UWMP										■	■		
Deliverable: Draft 2025 UWMP for Public Circulation											●		
City to issue Notice of Availability and Public Hearing for UWMP and WSCP											■		
City to post Public Draft 2025 UWMP											■		
Public Review Period (minimum of 14 days prior to public hearing)											■		
Task 6.3. Provide Support for the Public Hearing and Adoption of the 2025 UWMP													
Prepare PowerPoint Presentation for Public Hearing										■			
Meeting with City Staff to Prepare for Public Hearing											■		
Deliverable: PowerPoint Presentation for Public Hearing											●		
City Council Meeting for 2025 UWMP Public Hearing and Adoption												◆	
Task 6.4. Prepare Final 2025 UWMP													
Prepare Final 2025 UWMP												■	
Deliverable: Final 2025 UWMP (prior to July 1, 2026)													●
Upload Final 2025 UWMP to DWR's WUEdata Portal												■	
Task 6.5. Support for Revised Final 2025 UWMP													
Review and Respond to DWR Questions/Comments, if required													■
■ West Yost Task   ■ City Task   ◆ Public Meeting   ■ Conference Call / Meeting   ● Deliverable													

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this AGREEMENT.

CONSULTANTS

By: Elizabeth Drayer  
[Title]  
Elizabeth Drayer, Vice President

EXHIBIT C  
Fee Schedule

## 2025/2026 Rate Schedule

(Effective through December 31, 2026)

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
<b>ENGINEERING</b>	
Principal/Vice President	\$385
Engineer/Scientist/Geologist Manager I / II	\$363 / \$381
Principal Engineer/Scientist/Geologist I / II	\$328 / \$349
Senior Engineer/Scientist/Geologist I / II	\$295 / \$310
Associate Engineer/Scientist/Geologist I / II	\$245 / \$264
Engineer/Scientist/Geologist I / II	\$191 / \$222
Engineering Aide	\$115
Field Monitoring Services	\$142
Administrative I / II / III / IV	\$105 / \$131 / \$157 / \$174
<b>ENGINEERING TECHNOLOGY</b>	
Engineering Tech Manager I / II	\$379 / \$381
Principal Tech Specialist I / II	\$347 / \$359
Senior Tech Specialist I / II	\$318 / \$332
Senior GIS Analyst	\$288
GIS Analyst	\$272
Technical Specialist I / II / III / IV	\$203 / \$231 / \$259 / \$290
Technical Analyst I / II	\$145 / \$174
Technical Analyst Intern	\$117
Cross-Connection Control Specialist I / II / III / IV	\$152 / \$164 / \$184 / \$205
CAD Manager	\$229
CAD Designer I / II	\$178 / \$201
<b>CONSTRUCTION MANAGEMENT</b>	
Senior Construction Manager	\$367
Construction Manager I / II / III / IV	\$218 / \$233 / \$247 / \$314
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$196 / \$218 / \$243 / \$252
Apprentice Inspector	\$178
CM Administrative I / II	\$94 / \$128
Field Services	\$252

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be 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.

## 2025/2026 Rate Schedule

(Effective through December 31, 2026)

### Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day