

AMENDMENT NO. 1
WEST YOST & ASSOCIATES, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

This AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 1"), is made and entered this ___ day of _____, 2026, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and WEST YOST & ASSOCIATES, INC., a California corporation, hereinafter called "CONTRACTOR".

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services to provide monitoring well network modification on September 23, 2025 ("Agreement"), attached hereto as Exhibit 1 and made a part hereof; and
2. WHEREAS, CITY now requests to add additional funds in an amount not to exceed \$76,840 within the existing fee schedule, for a total Agreement amount not-to-exceed \$171,540; and
3. WHEREAS, CITY and CONTRACTOR agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No.1 on the date and year first above written.

CITY OF LODI, a municipal corporation

WEST YOST & ASSOCIATES, INC.,
a California corporation

AARON M. BUSCH
Interim City Manager

JEFFREY D. PELZ
Vice President

ATTEST:

OLIVIA NASHED
City Clerk

APPROVED AS TO FORM:



JOHN M. LUEBBERKE
Interim City Attorney

Exhibit 1 to Amendment No. 1

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on September 23 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEST YOST & ASSOCIATES, INC., a California corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with the Scope of Services attached, as Exhibit A and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for monitoring well network modification support (hereinafter "Project") as set forth in the Scope of Services attached as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time for Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on September 1, 2025 and terminates upon the completion of the Scope of Services or on August 31, 2028, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, CITY may extend the terms of this Agreement for an additional 2-one (1) year extensions; provided, CITY gives CONTRACTOR no less than thirty (30)

days written notice of its intent prior to expiration of the existing term. In the event CITY exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) year(s).

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any subcontractor on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Lance Roberts

To CONTRACTOR: West Yost & Associates, Inc:
 2020 Research Park Drive, Suite 100
 Davis, CA 95618
 Attn: Jeffrey D. Pelz

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's

fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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

ATTEST:

CITY OF LODI, a municipal corporation


OLIVIA NASHED
City Clerk

 FOR JAMES LINDSAY
JAMES LINDSAY
Acting City Manager

APPROVED AS TO FORM:

WEST YOST & ASSOCIATES, INC.,
a California corporation

By: 
KATIE O. LUCCHESI
City Attorney

By: 
Name: JEFFREY D. PELZ
Title: Vice President

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

Funding Source: _____
(Business Unit & Account No.)

Doc ID: \\PWADC02\msc\$\GROUP\ADMIN\Council\2025\09-03-25

CA: Rev.04.2025-LT (CA Formatted)



1001 Galaxy Way
Suite 310
Concord CA 94520

925.949.5800 phone
530.756.5991 fax
westyost.com

EXHIBIT A/B

July 25, 2025

SENT VIA: EMAIL

Lance Roberts
Utilities Manager
City of Lodi
Public Works Department
Lodi, CA 95240

SUBJECT: Proposal for Professional Services – Monitoring Well Network Modification Support

Dear Lance:

West Yost appreciates the opportunity to present the City of Lodi (City) with this letter proposal for professional services related to assisting the City in modifying the groundwater monitoring well network for the City's White Slough Water Pollution Control Facility (WPCF), which is assumed to occur during Fiscal Year 2025/2026 (FY 25/26).

The remainder of this proposal is organized around the following sections:

- Project Understanding
- Currently Authorized Scope of Services
- Major Assumptions
- Requested New Scope of Services
- Estimated Fee
- Schedule

PROJECT UNDERSTANDING

This section presents our team's understanding and approach to the proposed work under the following topic:

- Monitoring Well Network Modifications

Monitoring Well Network Modifications

The City's 2024 ROWD requested permission from the Regional Board to modify the WPCF monitoring well network. The City's monitoring well network consists of eleven compliance wells and three background wells. This network is relatively extensive compared to other similar agencies conducting land application of recycled water and biosolids. Routine groundwater elevation and water quality data has been collected from all these wells since 2008 – over 15 years, and some even as far back as 1998 – over 25 years. City and West Yost staff have determined seven of these wells are no longer needed for compliance, and the City has received approval from the Regional Board to remove these wells from the monitoring well network: WSM-2, WSM-10, WSM-11, WSM-13, WSM-19, RMW-2 and RMW-3.

As part of our current authorized scope of work, West Yost submitted to the Regional Board in May 2025 a Monitoring Well Destruction Work Plan detailing the plans for destruction of WSM-2, WSM-10, WSM-11, WSM-13, WSM-19, RMW-2 and RMW-3. At that time, we also provided draft technical specifications to the City. Well destruction was assumed to occur in fiscal year 2024/2025 (FY 24/25). The City has subsequently requested additional services from West Yost to manage and oversee the well destruction work and construction of a new monitoring well WSM-17R near the existing monitoring well WSM-17. WSM-17 was damaged in June 2023 and subsequently repaired. However, concerns remain that the well seal may have been compromised due to the initial damage.

This letter proposal includes a request for City authorization of a proposed New Scope of Services, Fee, and Schedule for the expanded Phase 2 (FY 25/26) services associated with monitoring well network modification activities.

CURRENTLY AUTHORIZED SCOPE OF SERVICES

The City entered a contract with West Yost for WPCF Regulatory Services for FY 24/25 and FY 25/26 on October 8, 2024. The contract established a Phase 1 budget of \$242,600 for FY 24/25 and a Phase 2 budget of \$144,800 for FY 25/26.

The Phase 1 services included the following task:

- Task 1.6 Monitoring Well Network Modifications

Task 1.6 Monitoring Well Network Modifications included the following scope of work:

To support adoption of the monitoring well network modifications being requested in the recent Report of Waste Discharge (ROWD) [submitted to the Regional Board], West Yost will prepare a draft Monitoring Well Destruction Work Plan (Work Plan) for City review and submission to the Regional Board. This task includes a Kickoff Meeting to discuss work to be completed. West Yost will develop a draft agenda for the meeting and provide a follow-up email with agreed-upon actions items.

It is anticipated the Work Plan will be submitted to the Regional Board by late 2024, so that the changes can be incorporated into the new WDRs and MRP. It is assumed that within a few weeks of submitting the Work Plan a meeting with Regional Board staff will be needed to present and discuss the Work Plan with the goals of attaining approval of the Work Plan and incorporating the City's recommended monitoring network wells in the new WDRs and MRP. This task also includes a Work Plan review meeting to discuss City's comments on the draft Work Plan.

Implementation of the monitoring well destruction should be initiated after receiving the Regional Board's approval and when weather conditions allow. Well destruction costs are not included in this proposal. However, these costs are outlined in a Monitoring Well Network Recommendations Technical Memorandum prepared for the City recently as an appendix to the ROWD. The well destruction is assumed to begin during FY 24/25.

West Yost will prepare technical specifications for the Work Plan and provide support during bidding and contractor selection. It is assumed the City will publicly bid for contractor services and select and hire a well destruction contractor. West Yost will also provide hydrogeologic services during well destruction. It is assumed all wells identified for destruction in the ROWD will be destroyed in a single mobilization.

Following installation, West Yost will prepare a draft Monitoring Well Destruction Report for City review and submittal to the Regional Board. It is assumed only one Monitoring Well Destruction Report will be prepared. This task also includes a meeting with the Regional Board to review the Work Plan.

A project budget of \$39,300 was established for the completion of Task 1.6. The following assumptions were made:

- The City would hire a well destruction contractor through a public bidding process to manage the hiring of all subcontractors, provide permitting support and oversee the well destruction activities.
- West Yost would assist the City with bidding and contractor selection and provide hydrogeologic support in the field.
- All well destruction work would be completed in a single event.

The deliverables included a kickoff meeting, one Well Destruction Work Plan and technical specifications, and one Monitoring Well Destruction Report.

Work from task 1.6 remaining to be completed includes selection and contracting of a well destruction contractor, permit submittal, completion of well destruction activities, and preparation of a Monitoring Well Destruction Report. The Regional Board approved the Well Destruction Work Plan on May 29, 2025.

The New Scope of Services detailed below includes additional West Yost effort requested to support the City with the well destruction activities and construction of one new, replacement monitoring well. This new scope includes West Yost hiring the well driller and related sub-contractors (e.g. for traffic control) instead of the City doing so, as originally scoped per the quoted text above.

REQUESTED NEW SCOPE OF SERVICES

The additional services outlined within this letter build on the above services, in two different phases of the project:

Phase 2

The additional Phase 2 services consist of the following project management and monitoring well network modification tasks expected to occur during FY25/26:

- Task 1 Project Management
- Task 2 Monitoring Well Network Modifications
- Task 3 New Well Installation

These tasks and associated activities are described further in the sections below.

Task 1 Project Management

Under Task 1 Project Management, West Yost proposes to provide the following additional services:

- Facilitate a kickoff meeting with the City to review the scope of work, confirm roles and responsibilities, establish communication protocols, and discuss the project schedule and next steps;
- Sub-contract and coordinate with Ground Penetrating Radar Services (GPRS), a private utility locator, to identify existing infrastructure or utilities near the monitoring wells and reduce the risk of accidental damage;
- Sub-contract and coordinate with Confluence Environmental (Confluence), a field service provider, to complete the well destruction activities; and
- Sub-contract and coordinate with Traffic Management International (TMI), a turn-key traffic management contractor to provide traffic control plans for the encroachment permits and traffic control management during the well destruction activities.

Task 1 Deliverables

- West Yost will develop a draft meeting agenda in MS Word format prior to the kickoff meeting, outlining key contractor roles, responsibilities and coordination protocols.
- West Yost will provide an email summarizing action items from the kickoff meeting within one week of the meeting.
- West Yost will prepare and submit monthly invoices and descriptions in PDF format, including contractor-related services performed, such as subcontractor coordination, oversight and review of contractor invoices.

Task 2 Monitoring Well Network Modifications

Under Task 2 Monitoring Well Network Modifications, West Yost proposes to provide the following additional services:

- Facilitate a pre-construction kickoff meeting with the well drilling contractor to review the scope of work, confirm roles and responsibilities, establish communication protocols, and discuss the project schedule and next steps;

- Prepare and submit the well destruction permits and encroachment permits to the San Joaquin County Environmental Health Department and San Joaquin County Public Works Department;
- Coordinate with USA (Underground Service Alert) and the City to ensure all utility representatives mark out or clear well sites prior to mobilization; and
- Oversee the activities of GPRS, Confluence, and TMI during the well destruction activities.

Task 2 Assumptions

- The City will provide timely review and approval of deliverables and respond to information requests within five business days to avoid schedule delays.
- West Yost will prepare and submit the well construction permits and encroachment permits.
 - No additional permitting beyond those already identified will be required.
 - The City will be responsible for paying all fees associated with permit applications, including for well destruction and encroachment permits.
 - West Yost will obtain all necessary permits at least 2 weeks before field work begins.
- West Yost and/or sub-contractors may adjust field schedule due to inclement weather or site access issues.
- The City will notify the respective landowners and stakeholders in writing at least 5 days advance of the well construction work.
- Well destruction activities will be scheduled during normal business hours or as dictated by the permits (Monday - Friday, 8 am - 5 pm), excluding holidays.
- The City will coordinate with the landowner/stakeholders to ensure areas are free of obstructions (e.g. vehicles, equipment, vegetation) that could impede access or equipment setup.
- The well destruction work will take place during FY 25/26.
- The City will coordinate with USA utility representatives to ensure they are granted access to the well sites within the WPCF.
- The City will provide unrestricted access to all well sites within the WPCF during the well destruction mobilization.
- Traffic control will be required for only wells WSM-10 and WSM-11, and the destruction of both wells is expected to be completed within 1 day.
- All wells identified for destruction in the ROWD will be destroyed in a single mobilization over the course of two days. Any remobilization due to delays outside of West Yost's control may result in additional costs.
- All generated waste (e.g. drill cuttings, fluids) will be non-hazardous and can be disposed of at the WPCF.
- West Yost will submit the Monitoring Well Modification Report to the Regional Board on behalf of the City.

Task 2 Deliverables

- West Yost will prepare a draft meeting agenda in MS Word format prior to the Preconstruction Kickoff Meeting.
- West Yost will provide an email summarizing action items from the Preconstruction Kickoff Meeting within one week of the meeting.
- West Yost will prepare a Monitoring Well Network Modification Report.
- West Yost will submit the Monitoring Well Network Modification Report to the Regional Board on behalf of the City.

Task 3 New Well Installation

Under Task 3 New Well Installation, West Yost proposes to provide the following services:

- Prepare an addendum to the previously approved Work Plan will be prepared to detail the proposed construction of WSM-17R and coordinate with the City to submit the Work Plan addendum to the Regional Board.
- Prepare and submit the well construction permit and encroachment permit to the San Joaquin County Environmental Health Department and San Joaquin County Public Works Department.
- Coordinate with contractors so monitoring well installation occurs concurrently with well destruction activities, allowing both scopes of work to be completed during the same mobilization.
- Provide hydrogeological services during the well installation.
- Sub-contract and coordinate with Morrow Surveyors, a surveying contractor, to document the ground surface coordinates and elevations of the existing monitoring well WSM-17 and new well WSM-17R's location (once installed) to 0.01 feet precision at a minimum. Surveyed coordinates will be provided in horizontal datum NAD 83, and the vertical datum NAVD 88.
- Document the well installation activities and incorporate the documentation into the Monitoring Well Network Modification Report.
- Coordinate submittal of the final report to the County and Regional Board.

Task 3 Assumptions

- The City will provide timely review and approval of deliverables and respond to information requests within five business days to avoid schedule delays.
- West Yost will prepare and submit the well construction permit and encroachment permit.
 - No additional permitting beyond those already identified will be required.
 - The City will be responsible for paying all fees associated with permit applications, including for well destruction and encroachment permits.
 - West Yost will obtain all necessary permits at least 2 weeks before field work begins.
- West Yost and/or sub-contractors may adjust field schedule due to inclement weather or site access issues.
- The City will notify the respective landowners and stakeholders in writing at least 5 days advance of the well construction work.
- Well construction activities will be scheduled during normal business hours or as required by the permits (Monday - Friday, 8 am - 5 pm), excluding holidays.
- The City will coordinate with the landowner/stakeholder to ensure area around WSM-17R is free of obstructions (e.g. vehicles, equipment, vegetation) that could impede access or equipment setup.
- The well installation work will take place during FY 25/26.
- Well installation activities will occur during the same mobilization of the well destruction activities. Well installation will be completed in one day. Any remobilization due to delays outside of West Yost's control may result in additional costs.
- The well driller will develop WSM-17R following construction.
- The newly installed WSM-17R will be allowed to cure for 48 hours prior to well development, per Regional Board well standards.
- Traffic control may be required for the well installation and well development of WSM-17R, requiring an additional two days.

- All generated waste (e.g. drill cuttings, fluids) will be non-hazardous and can be disposed of at the Water Pollution Control Facility (WPCF).
- West Yost will incorporate the well installation activities into the Monitoring Well Network Modification Report.

Task 3 Deliverables

- This task will not have a standalone deliverable. Work performed under this task will be described in the Monitoring Well Network Modification Report included with Task 2.

ESTIMATED FEE

The estimated fee for each of the tasks described with the New Scope of Services above and total estimated fee for these services are shown in Table 1. West Yost will perform all work on an hourly basis at standard company charge rates and will not exceed the estimated cost without written authorization. Attachment A provides West Yost’s 2025 charge rate schedule.

If additional budget is required to complete the New Scope of Services identified herein, we will request City authorization prior to exceeding the budget. Any additional services not included in the New Scope will be performed only after receiving written authorization and a corresponding budget augmentation from the City.

Table 1. Estimated Project Fee for FY 25/26

Task		Requested West Yost Budget, dollars	Requested Subcontractor Budget, dollars	Requested Total Additional Budget, dollars
Phase 2 (FY 25/26)				
Task 1	Project Management	9,200	0	9,200
Task 2	Monitoring Well Network Modifications	26,800	22,100	48,900
Task 3	New Well Installation	19,800	16,800	36,600
Subtotals (Phase 2)		\$55,800^(a)	\$38,900^(b)	\$94,700

(a) Estimated permitting fees and West Yost per diem rates totaling \$3,700 are included in the Phase 2 West Yost estimate.
 (b) The Phase 2 subcontractor estimate is based on information provided at the time of the estimate request and is subject to change due to factors including contractor rates and material costs.

SCHEDULE

The proposed Well Network Modification Schedule is provided as Attachment B. We assumed the City of Lodi will issue notice to proceed in September 2025.

NOT TO EXCEED \$94,700

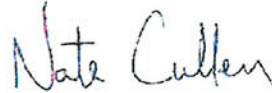
Lance Roberts
July 25, 2025
Page 8

Thank you for providing West Yost the opportunity to be of continued service to the City of Lodi WPCF.
Please call if you have any questions or require additional information.

Sincerely,
WEST YOST



Charles Hardy, PE
Principal Engineer I
RCE #71015



Nate Cullen, PE (OR)
Business Sector Lead - Treatment
RCE #15385PE

Attachments: A. West Yost 2025 Billing Rate Schedule
B. Well Network Modification Schedule

Attachment A

West Yost 2025 Billing Rate Schedule

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$373
Engineer/Scientist/Geologist Manager I / II	\$352 / \$369
Principal Engineer/Scientist/Geologist I / II	\$317 / \$338
Senior Engineer/Scientist/Geologist I / II	\$286 / \$300
Associate Engineer/Scientist/Geologist I / II	\$237 / \$255
Engineer/Scientist/Geologist I / II / III	\$185 / \$215 / \$224
Engineering Aide	\$111
Field Monitoring Services	\$138
Administrative I / II / III / IV	\$102 / \$127 / \$152 / \$168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$366 / \$369
Principal Tech Specialist I / II	\$336 / \$348
Senior Tech Specialist I / II	\$308 / \$321
Senior GIS Analyst	\$278
GIS Analyst	\$264
Technical Specialist I / II / III / IV	\$196 / \$224 / \$251 / \$280
Technical Analyst I / II	\$141 / \$168
Technical Analyst Intern	\$113
Cross-Connection Control Specialist I / II / III / IV	\$147 / \$159 / \$179 / \$198
CAD Manager	\$222
CAD Designer I / II	\$172 / \$194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$355
Construction Manager I / II / III / IV	\$211 / \$226 / \$239 / \$303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$190 / \$211 / \$235 / \$244
Apprentice Inspector	\$172
CM Administrative I / II	\$91 / \$124
Field Services	\$244

- 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 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

Equipment Charges

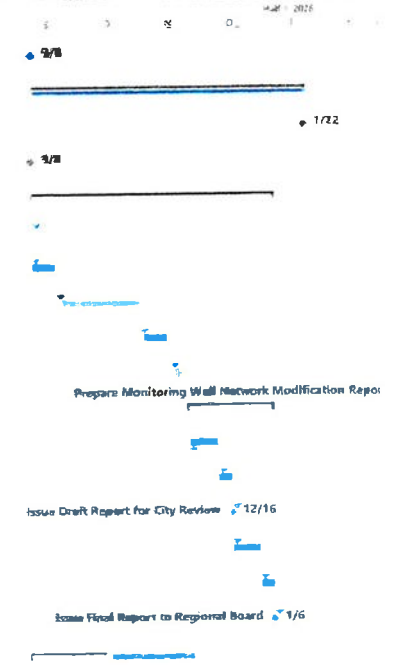
EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 /day
Aquacalc / Pygmy or AA Flow Meter	\$28 /day
Emergency SCADA System	\$35 /day
Field Vehicles (Groundwater)	\$1.02 /mile
Gas Detector	\$80 /day
Generator	\$60 /day
Hydrant Pressure Gauge	\$10 /day
Hydrant Pressure Recorder, Impulse (Transient)	\$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
Skydio 2+ Drone (2 hour minimum)	\$100 /hour
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
Well Sounder	\$30 /day

Attachment B

Well Network Modification Schedule

City of Lodi
Monitoring Well Network Modifications
Schedule

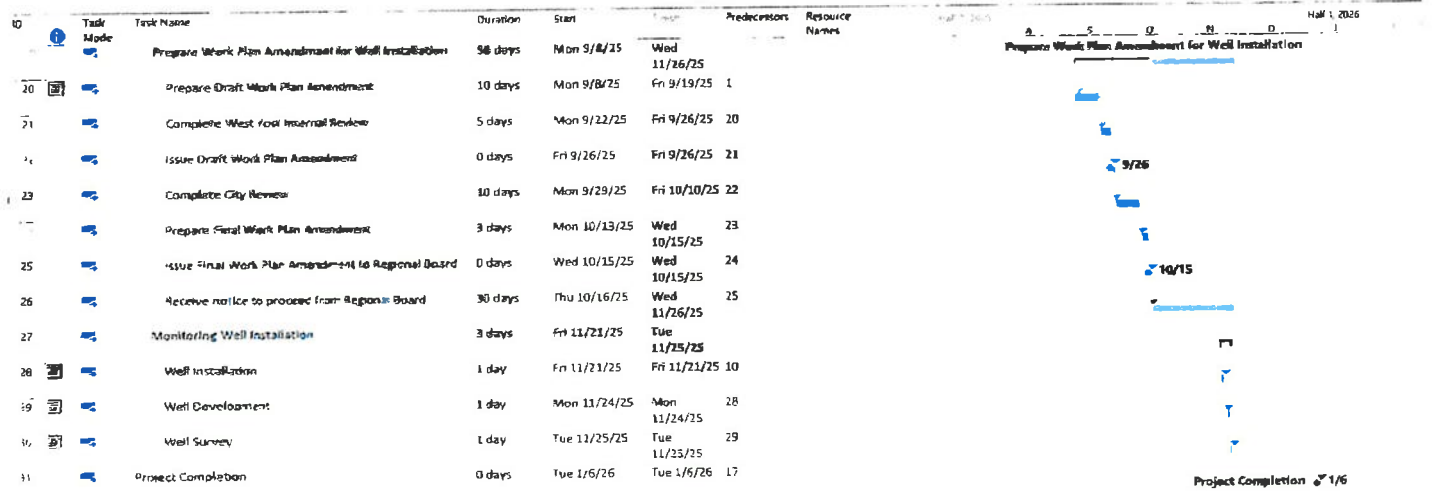
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		Receive notice to proceed from City	0 days	Mon 9/8/25	Mon 9/8/25		
2		Task 2.1. Project Management	99 days	Mon 9/8/25	Thu 1/22/26		
3		Project Management	0 days	Thu 1/22/26	Thu 1/22/26		
4		Project Kickoff Meeting	0 days	Mon 9/8/25	Mon 9/8/25		
5		Task 2.6 Monitoring Well Network Modifications	87 days	Mon 9/8/25	Tue 1/6/26		
6		Preconstruction Kickoff Meeting	1 day	Mon 9/8/25	Mon 9/8/25	1	
7		Obtain Well Destruction Permits	10 days	Mon 9/8/25	Fri 9/19/25	1	
8		Obtain Encroachment Permits	30 days	Mon 9/22/25	Fri 10/31/25	7	
9		Locate Utilities	10 days	Mon 11/3/25	Fri 11/14/25	8	
10		Destroy Wells	2 days	Wed 11/19/25	Thu 11/20/25	9FS+2 days	
11		Prepare Monitoring Well Network Modification Report	30 days	Wed 11/26/25	Tue 1/6/26		
12		Prepare Draft Report	10 days	Wed 11/26/25	Tue 12/9/25	30	
13		Complete West Yost Internal Review	5 days	Wed 12/10/25	Tue 12/16/25	12	
14		Issue Draft Report for City Review	0 days	Tue 12/16/25	Tue 12/16/25	13	
15		Complete City Review	10 days	Wed 12/17/25	Tue 12/30/25	14	
16		Prepare Final Report	5 days	Wed 12/31/25	Tue 1/6/26	15	
17		Issue Final Report to Regional Board	0 days	Tue 1/6/26	Tue 1/6/26	16	
18		Task 2.7 Monitoring Well installation	58 days	Mon 9/8/25	Wed 11/26/25		



Project Lodi_MW Destruction_5
Date: Tue 7/22/25

Task	Project Summary	Manual Task	Start-only
Split	Archive Task	Duration-only	Finish-only
Milestone	Include Milestone	Manual Summary Rollup	External Task
Summary	Exclude Summary	Manual Summary	External Milestone

City of Lodi
Monitoring Well Network Modifications
Schedule



Project: Lodi_MW/Destruction_5
Date: Tue 7/22/25

- Task
- Splice
- Milestone
- Summary
- Project Summary
- Inactive Task
- Inactive Milestone
- Inactive Summary

- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-only
- Finish-only
- External Tasks
- External Milestone

- Deadline
- Progress
- Manual Progress



EXHIBIT C

NOTE: The City of Lodi 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) to submit the required insurance documentation electronically

Insurance Requirements for Professional Services

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

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:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than \$1,000,000 per accident for bodily injury and property damage.
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 Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. May be waived by Risk Manager depending on the scope of services.

Other Insurance Provisions:

- (a) Additional Named Insured States
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor'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
- (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation
Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor 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 Lodi has received a waiver of subrogation endorsement from the insurer.

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractor's commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), 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 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 reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.
- (i) Self-insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to 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.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies
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.
- (m) Admitted Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LES LI list) and otherwise meet City requirements