

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2026, 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 Regulatory Compliance and Permitting Services at White Slough Water Pollution Control Facility and Recycled Water Land Application Program (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 July 1, 2026 and terminates upon the completion of the Scope of Services or on June 30, 2029, 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 two (2) one (1) year extension; 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: Greg Chung

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

AARON M. BUSCH
Interim City Manager

APPROVED AS TO FORM:

WEST YOST & ASSOCIATES, INC.,
a California corporation

By: _____
JOHN M. LUEBBERKE
Interim City Attorney

By: _____
Name: **GREG CHUNG**
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:

CA: Rev.04.2026-LT (CA Formatted)



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June 3, 2026

SENT VIA: EMAIL

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

SUBJECT: Proposal for Engineering Services – WPCF Regulatory Services for FY 26/27 through FY 30/31

Dear Lance:

West Yost appreciates the opportunity to present to the City of Lodi (City) this letter proposal for engineering services related to assisting the City in meeting permitting requirements for the City's White Slough Water Pollution Control Facility (WPCF). The scope of work described herein is intended to cover regulatory related support efforts anticipated to be needed for at least a three-year period during Fiscal Year 2026/2027 (FY 26/27) through Fiscal Year 2028/2029 (FY 28/29) with two optional one-year extensions through FY 30/31. These efforts are for WPCF water and biosolids discharges currently regulated by the Central Valley Regional Water Quality Control Board (Regional Board) under the following discharge permits:

- **Surface water discharges** are regulated under the *General Permit for Municipal Wastewater Dischargers that Meet Objectives/Criteria at the Point of Discharge to Surface Water* (General Permit) Order R5-2023-0025 and site-specific Notice of Applicability (NOA) R5-2023-0025-010 for coverage under the General Permit, as well as Time Schedule Order (TSO) R5-2025-0091 that provides the City with additional time to comply with the NOA's new, lower ammonia effluent limits compared to the prior NOA.
- **The City's recycled water uses and biosolids land application** are regulated under Waste Discharge Requirements (WDRs) Order No. R5-2025-0046.
- **Non-City uses of WPCF recycled water** are regulated under the State Water Resources Control Board's (State Water Board's) Order WQ 2016-0068-DDW Waste Reclamation Requirements for Recycled Water Use (General WRRs) and a revised site-specific NOA WQ-2016-0068-DDW-R5007 (Recycled Water NOA) issued by the Regional Board.

Biosolids production and applications are also regulated under nationwide U.S. Environmental Protection Agency (USEPA) regulations.

The Scope of Work and Fee Estimate are provided in this proposal for FY 26/27 through FY 28/29, along with a budgetary estimate for the optional additional two years through FY 30/31.

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

- Project Understanding
- Major Assumptions
- Scope of Services
- Estimated Fee
- Schedule

PROJECT UNDERSTANDING

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

- Surface Water Discharge Activities
- Land Application Activities

Surface Water Discharge Activities

The General Permit and site-specific NOA Order No. R5-2023-0025-010 apply to the City's discharge of disinfected tertiary effluent to Dredger Cut. The NOA went into effect April 1, 2025, superseding a prior NOA version.

The current NOA lists a Notice of Intent (NOI) date of March 31, 2029, to maintain coverage under the General Permit. Therefore, development of an NOI package is included in the scope of services for FY 28/29. The new NOI is assumed to not require significant changes from the prior one West Yost prepared in early 2023, apart from updating brief descriptions of any planned facility upgrades or modifications. Assistance would be provided under the Special Studies and Reports task (Task 5) during FY 28/29.

The next draft NOA is assumed to be issued by the Regional Board in early 2030. Therefore, support related to adoption of the NOA is included in the scope for FY 29/30. That effort is also assumed to be relatively minor based on West Yost's experience with the WPCF and similar NOA reissuances. Assistance would be provided under an as-needed Regulatory Program Management task (Task 2), as available task budget allows.

City staff may need occasional assistance with review of Self-Monitoring Reports (SMRs) under the NOA. However, significant support for routine NOA monitoring and reporting is not expected during the potential five-year contract term. Assistance would be provided under an as-needed Regulatory Program Management task (Task 2), as available task budget allows.

Two other notable efforts are expected during the contract term related to surface water discharge:

- **Compliance reporting under the TSO:** West Yost prepared the initial required submittal under the TSO, an annual progress report. Each of the remaining required items are expected to be relatively short letter reports that can build upon the previously prepared progress report. The reports include an annual progress report due in January 2027, a report due by April 2027 documenting completion of electrical and control improvements, a report due by October 2027 documenting completion of testing the electrical and control improvements, and the Ammonia Final Compliance Report due in January 2028. Assistance

would be provided under the Special Studies and Reports task (Task 5) during FY 26/27 for the first two items and FY 27/28 for the latter two items.

- **Local limits evaluation and reporting:** West Yost completed an initial local limits evaluation report in September 2025 that included a recommendation for one-year of additional monitoring. The City will complete the data collection by September 2026, and a final report is scheduled to be prepared by April 2027. Assistance would be provided under the Special Studies and Reports task (Task 5) during FY 26/27 to complete the local limits evaluation and related final report.

Land Application Activities

The WDRs were adopted in 2025 and do not have an expiration date. The recent update was requested by the City, and the updated WDRs include provisions for potential near-term changes at the WPCF. For these reasons, a new WDRs is not expected during the potential five-year contract term.

The WDRs apply to the following WPCF operations:

- Storage and land application of undisinfected, secondary effluent on City-owned agricultural properties
- Storage and land application of industrial process flows, which include seasonal food processing flows from Pacific Coast Producers, entering the WPCF via the industrial wastewater sewer system
- Biosolids land application on City-owned agricultural properties
- Operations of a tertiary storage pond

In addition, the City also currently has a separate Recycled Water NOA under the General WRRs for the supply of disinfected tertiary recycled water to the Northern California Power Agency and San Joaquin County Mosquito and Vector Control District.

Most of the services described in this proposal are related to the WDRs and Recycled Water NOA. The specific efforts include:

- Monitoring and Reporting Assistance
- Land Management Support
- Groundwater Compliance Support
- Updated Organics Loading Study

Monitoring and Reporting Assistance

West Yost has historically assisted with development of, or completed on the City's behalf, routine monitoring reports required under the WDRs. These include:

- Quarterly land management reports, including quarterly groundwater contour maps
- Annual Monitoring Reports for groundwater
- Annual Cropping and Irrigation Reports
- Annual U.S. Environmental Protection Agency (USEPA) Biosolids Application Reports

West Yost understands the City will require continued support related to development of these reports; therefore, continued assistance with these routine reports will be included under two tasks, one for quarterly reporting (Task 3) and one for annual reporting (Task 4).

Land Management Support

West Yost has been assisting the City in coordinating with the growers (farmers) that manage the land application area. West Yost has been preparing the quarterly reports and participating in monthly meetings with the growers and City staff. It is assumed West Yost will provide ongoing involvement with these reports and meetings over the next three fiscal years plus two additional years should the optional extensions be granted (Task 3).

Groundwater Compliance Support

West Yost has been assisting the City with evaluating the groundwater beneath the WPCF land application area to document compliance with the WDRs related to groundwater quality protection. The City submitted a report to the Regional Board in early 2020 detailing compliance with the Groundwater Limitations of the prior version of the WDRs. This was the final compliance step in a six-year schedule that was developed to allow the City time to complete an evaluation of compliance and whether the existing best practicable treatment or control (BPTC) measures for the land application area are appropriate. The *Groundwater Limitations Compliance Report* documented and concluded that the City is in compliance with the groundwater limitations, with the exception of impacts that occurred due to past activities near the City's compliance well WSM-2. The report also documented that existing BPTCs implemented by the City are adequately protective of the groundwater underlying the WPCF and land application area.

The recently adopted WDRs acknowledged the findings presented in the *Groundwater Limitations Compliance Report* and do not require additional BPTCs. The only new requirement was to prepare an update to a 2009 Organics Loading Study prepared by West Yost for the City. As noted above, continued assistance with annual groundwater evaluations will be included with the Annual Reporting Support task (Task 4).

Organics Loading Study Update

The City completed an Organics Loading Study in 2009 that evaluated the effects of increased biochemical oxygen demand (BOD) loading from the City's recycled water, including high-strength industrial influent, to the City's land application areas. The study concluded that BOD loading rates averaged over irrigation cycles (cycle-average BOD loading rates) up to 200 pounds per acre per day (lb/ac-day) did not result in nuisance odor conditions, significant changes in soil chemistry, or measurable impacts to quality of the percolate reaching the underlying groundwater, and recommended increasing the permitted loading limit from 100 to 200 lb/ac-day.

The Regional Board retained a 200 lb/ac-day cycle-average BOD loading limit in the current WDRs but also require the City to submit, by July 1, 2028, an addendum or updated Organics Loading Study Technical Report that reassesses whether BOD loadings up to 200 lb/ac-day continue to have no significant impact on underlying groundwater quality. The updated report must incorporate data collected since 2009, including groundwater monitoring results and evaluation of elevated manganese concentrations and reducing conditions within the land application areas. Manganese is singled out because several of the WPCF groundwater monitoring wells used to evaluate groundwater quality underlying the land application areas show elevated manganese concentrations relative to groundwater quality in the WPCF background monitoring wells.

The Organics Loading Study Update would be prepared under the Special Studies and Reports task during FY 27/28 (Task 5).

MAJOR ASSUMPTIONS

Major assumptions pertinent to this project are detailed below:

- West Yost will rely on the support from Somach Simmons and Dunn (SSD), an environmental law firm that specializes in serving California permittees on discharge permit issues, should the need arise, as with our previous regulatory support services contracts with the City. A nominal budget has been included under the Regulatory Program Management task (Task 2) for SSD assistance.
- The City will continue to contract separately with Robertson Bryan, Inc. for support related to toxicity or temperature study efforts, consistent with West Yost's current contract. Therefore, this proposal does not include significant support related to these efforts. The City has not had recent toxicity issues under the NOA, but ongoing toxicity support may be needed during term of the new contract.
- The City will be responsible for completing any sampling needed to achieve the objectives of the tasks outlined in the scope of services, and the City will contract directly with a certified laboratory for completing any necessary analytical efforts. Under the Regulatory Program Management task (Task 2) described herein, West Yost will provide support for coordinating any necessary sampling and analysis efforts with other regulatory needs.
- The City recently installed a potential replacement background monitoring well (WSM-17R) and may decide following at least a year or two of parallel monitoring to abandon or destroy the original background monitoring well WSM-17. Field services to support the destruction of monitoring well WSM-17R are excluded from this proposal. However, we may be able to accommodate minor efforts to prepare a monitoring well destruction work plan for submittal to the Regional Board under the Regulatory Program Management task (Task 2), as budget allows. West Yost will coordinate with the City prior to completing any efforts to abandon or destroy WSM-17.
- The proposed Organics Loading Study Update is expected to be a desktop evaluation and not require additional bench-scale or field testing. Should additional bench-scale or field testing be required to complete the study update, additional budget under the Special Studies and Reports task (Task 5) may be needed.

Additional assumptions specific to each task are also included with the scope of services.

SCOPE OF SERVICES

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF in FY 26/27 through FY 28/29. As described below, the key tasks necessary to perform this scope of services are as follows:

- Task 1. Project Management
- Task 2. Regulatory Program Management
- Task 3. Land Application Coordination and Quarterly Reporting Support
- Task 4. Annual Reporting Support
- Task 5. Special Studies and Reports
- Task 6. As Needed WPCF Support Services

If the City chooses to extend the three-year contract for either or both FY 29/30 and FY 30/31, a parallel scope of services would be provided under Tasks 1 through 4 and Task 6. No special studies or reports are anticipated at this time for FY 29/30 and FY 30/31, so scope and budget for Task 5 is not anticipated to be needed for those two years.

Task 1. Project Management

This task includes project management related activities for each fiscal year, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

This task also includes a Kickoff Meeting at the beginning of FY 26/27 to discuss the scope of services, data needed by West Yost to complete the scope of services, and any specific concerns City staff have with the current discharge/reuse permits. West Yost will develop a draft agenda for the kickoff meeting and provide a follow-up email with agreed-upon actions items.

In addition, to facilitate continued achievement of consistently high-quality work products, and in accordance with the West Yost Quality Assurance/Quality Control (QA/QC) policy, a West Yost staff member at the Principal Engineer level or higher will review significant work products. This task includes coordination of these QA/QC efforts.

Task 1 Deliverables

- West Yost will prepare monthly invoices and descriptions of services performed in PDF format.
- The Kickoff Meeting will be in person and include two West Yost staff.
- West Yost will prepare a draft meeting agenda in MS Word format prior to the Kickoff Meeting.
- West Yost will provide an email summarizing action items from the Kickoff Meeting within one week of the meeting.

Task 2. Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City

may want assistance during the contract term (beyond those delineated with Task 5). Assistance under this task may include, but is not limited to, the following services:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests
2. Helping the City to develop monitoring programs, as appropriate
3. Maintaining a database of regularly collected monitoring data
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program
5. Assistance with responding to Notices of Violation or other potential compliance notifications
6. Completing reviews of collected monitoring data to identify potential future regulatory concerns, such as for PFAS (Per- and Polyfluoroalkyl Substances) in wastewater effluent, biosolids and groundwater underlying the WPCF
7. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues
8. Attending and preparing for meetings to discuss the results of regulatory program management activities
9. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF
10. Providing minor assistance to the City for analyzing data related to nanobubble system operation
11. Providing minor support related to the following:
 - Title 22 Issues
 - Toxicity Reduction Evaluation efforts being completed separately, or
 - San Joaquin Valley Air Pollution Control District Biosolids Rule

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope, the task budget may also be directed toward the completion of other efforts.

Task 2 Deliverables

- West Yost will coordinate deliverables for this task with the City staff if services under this task are needed.

Task 3. Land Application Coordination and Quarterly Reporting Support

West Yost's efforts during each fiscal year of the contract term will include the following services:

- Prepare four quarterly land application and groundwater Self-Monitoring Reports required under the WDRs
- Participate in an annual land management kickoff meeting near the beginning of each year to discuss planned annual operations and up to nine monthly meetings between July and June of each fiscal year with City staff and/or the tenant farmers to discuss monthly farming operations and quarterly reports
- Complete an analysis of appropriate biosolids application by field and coordination with the City agronomist and farmers for the Fall and Spring biosolids application on the land application areas

Task 3 Assumption

- The farmers/agronomists will provide the City/West Yost a list of fields proposed for biosolids application at least two weeks prior to each planned application event.
- All meetings under this task are in person at the WPCF site.

Task 3 Deliverables

- West Yost will prepare draft agendas and related handouts for the farmer coordination meetings with sufficient hard copies brought to each meeting for all anticipated participants.
- West Yost will prepare draft and final quarterly reports, including figures depicting the quarterly groundwater contour information, for each quarter, in PDF format.
- West Yost will prepare emails with recommended biosolids applications (fall and spring).

Task 4. Annual Reporting Support

West Yost's efforts during each fiscal year of the contract term will include development of the following:

- Review the prior year's land application monitoring data and development of the Annual Cropping and Irrigation Report due to the Regional Board by February 1 of each year. This report will summarize the monthly and annual hydraulic and nutrient loadings from recycled water and biosolids applications to the WPCF land application area for the prior year, provide an assessment of compliance with land application area loading limits and related requirements, discuss any corrective actions taken or needed, and discuss the cropping and irrigation plan for the coming year.
- Prepare the online Annual Biosolids Application Report, which is an online form that documents the City's biosolids production and reuse practices for the prior year and is due to the USEPA by February 19 of each year.
- Prepare the annual report on tertiary non-City use areas required under the Recycled Water NOA and due to the Regional Board by April 1 of each year.
- Prepare the Annual Groundwater Evaluation Report, which includes a statistical analysis of annual groundwater quality data, a determination of compliance with the groundwater limitations for each constituent monitored and compliance well, and identification and assessment of potential groundwater limitation compliance strategies, as needed.

- Prepare the Annual WDRs Report, which includes as an attachment the Annual Groundwater Evaluation Report, as well as a cover letter summarizing compliance activities during the subject year. The Annual WDRs Report also includes lab reports for parameters monitored at an annual frequency.

Task 4 Deliverables

- West Yost will prepare a draft and final Annual Land Management Reports and Draft Annual Biosolids Application Report in PDF format for each year during the contract term.
- West Yost will prepare a draft and final tertiary non-City use annual report in PDF format for each year during the contract term.
- West Report will prepare an Annual WDRs Report in PDF format, including an Annual Groundwater Evaluation Report summarizing the statistical analysis and compliance/corrective actions in PDF format.

Task 5. Special Studies and Reports

This section details the one-time reports required under the TSO, General Permit/NOA and WDRs during FY 26/27 through FY 28/29.

TSO Reports (FY 26/27 and FY 27/28)

West Yost will prepare the following reports required under the TSO:

- an annual TSO progress report due January 31, 2027
- a report due by April 2027 documenting completion of electrical/control improvements
- a report due by October 2027 documenting completion of testing of the electrical/control improvements
- an Ammonia Final Compliance Report due by January 2028

These reports are assumed to be brief (1-2 page) letter reports that build upon the previously prepared TSO reports.

Local Limits Evaluation and Report (FY 26/27)

West Yost will develop potentially revised local limits for the pollutants of concern (POC), specifically conducting the following steps:

1. Calculate removal efficiencies for each POC
2. Calculate Allowable Headworks Loadings (AHLs) and resulting Maximum AHLs (MAHLs) for each POC based on applicable environmental and process inhibition criteria
3. Compare MAHLs to current influent loading
4. Calculate Maximum Allowable Industrial Loadings (MAILs) for POCs needing local limits
5. Calculate local limits as a function of MAILs, if needed

Applicable environmental and process inhibition criteria will be selected based on the City's discharge permit requirements, available information on historical compliance and process upsets, and readily available literature data on inhibition levels of the POCs.

West Yost will use the City's recent flow and water quality data to calculate a MAHL for each POC. Current loadings will be compared to the MAHLs to determine whether local limits are justifiable. If local limits are justifiable to control POC loadings, MAILs will be calculated by subtracting expected domestic loadings from the MAHLs. Possible local limit allocation methods will be reviewed (e.g., uniform concentration limits or placing a general prohibition in the City's Sewer Service regulations but allowing for local limits to be placed on individual industrial user permits).

West Yost will develop a Local Limits Evaluation Report summarizing the efforts scoped above that will provide recommended updated local limits, as applicable, as well as adequate technical justification for the recommended local limits in accordance with USEPA guidance. If local limits are determined not to be needed for constituents for which the City currently has local limits, justification will be provided for the City removing local limits from the City's Sewer Service regulations.

A draft report will be developed for City staff review and comment. Approximately two weeks after submittal of the draft report to the City, West Yost will conduct a project meeting with City staff to discuss the draft report and City comments and questions. A final report will be developed that incorporates City comments on the draft report. The final report will be submitted to the Regional Board by April 2027.

Organics Loading Study Update (FY 27/28)

West Yost will complete the Organics Loading Study Update by July 1, 2028, via the following subtasks:

- Review existing data and regulatory requirements
- Evaluate historical organic (BOD) loadings
- Evaluate long-term groundwater quality trends
- Evaluate reducing conditions and metals mobilization
- Update organics loading findings
- Prepare study report

West Yost will complete the following specific efforts as a desktop study under these subtasks:

- **Review existing data and regulatory requirements:** Review and summarize the 2009 study findings, recent monitoring reports, relevant WDRs sections and identify the regulatory questions that must be addressed under Provision N.5 of the WDRs
- **Evaluate historical organic (BOD) loadings:**
 - Compile annual and field-specific BOD loading records from 2009 through 2027
 - Evaluate:
 - Historical cycle-average BOD loading rates
 - Frequency and magnitude of loading near the 200 lb/ac-day limit
 - Spatial distribution of loading among land application fields
 - Trends in industrial wastewater strength and blended irrigation water quality
 - Compare actual operating conditions to loading conditions evaluated in the 2009 study
- **Evaluate long-term groundwater quality trends:** Evaluate the following:
 - Complete statistical analyses of long-term trends in nitrate, dissolved iron, dissolved manganese, salinity parameters, and other relevant parameters

- Compare groundwater quality to background conditions and applicable groundwater limitations
- Identify monitoring wells exhibiting elevated metals concentrations
- Assess whether observed groundwater conditions correlate with organic loading patterns, irrigation practices, or other site factors
- **Evaluate reducing conditions and metals mobilization:** Assess whether BOD loading contributes to reducing conditions that could mobilize iron and manganese in the shallow groundwater system, focused on the following:
 - Review of dissolved iron and manganese trends
 - Review of dissolved oxygen, redox-related indicators, and groundwater chemistry data, if available
 - Assessment of the influence of site soils, shallow groundwater conditions, pond recharge, biosolids management practices, and organic loading
 - Evaluation of whether current management practices are minimizing reducing conditions within the land application areas
- **Update organics loading findings:** Using the available operational, groundwater, and soil data, reassess the key conclusions of the 2009 Organics Loading Study:
 - Potential for incomplete treatment of organics within the soil profile
 - Potential for mobilization of iron, manganese, and other constituents
 - Potential for adverse groundwater impacts
 - Continued appropriateness of the current 200 lb/ac-day cycle-average BOD loading limitIf available data is insufficient to support the required conclusions, we will identify targeted additional monitoring that is needed.
- **Prepare study report:** Prepare an Organics Loading Study Update Report documenting the efforts above, including, but not necessarily limited to, the following:
 - Background, regulatory basis, and summary of 2009 study
 - Data compilation and analyses
 - Groundwater trends evaluation
 - Metals and reducing-condition assessment
 - Conclusions regarding the protectiveness of the 200 lb/ac-day BOD loading limit
 - Recommendations for future loading limits, monitoring, and operational practices

The report will provide a recommendation regarding whether the current 200 lb/ac-day cycle-average BOD loading limit remains appropriate or whether a revised limit is warranted to maintain compliance with the groundwater limitations of the WDRs. West Yost will prepare a draft report for City review and incorporate comments into a final report for Regional Board submittal by the due date of July 1, 2028.

Notice of Intent (FY 28/29)

West Yost will prepare an NOI package for submittal to the Regional Board by March 31, 2029, to allow for continued discharge of disinfected tertiary effluent to Dredger Cut. The NOI package will include the following items:

- Completed Regional Board's NOI form with site-specific information
- Supporting report that describes the following:
 - facility overview
 - basic facility and discharger information
 - summary of recent effluent monitoring results, focused on outlier data that could result in effluent limits
 - recent operational changes and modifications
 - planned operational changes and modifications
 - pretreatment program activities
 - site map and flow schematic
- Cover letter

West Yost will also participate in discussions with Regional Board staff, as needed, to discuss the NOI submission and/or City comments. It is difficult to predict the level of effort that will be needed to respond to Regional Board questions, so the scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time-and-materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be warranted in the future. Conversely, if the estimated fee is not expended in the timeframe anticipated for this scope of work, it may be directed toward the completion of other efforts.

The 2029 NOI will be substantially based on the 2023 NOI prepared by West Yost, with significant updates generally limited to updates on recent or planned operational changes and modifications of the WPCF facilities.

Task 5 Assumption

- All meetings under this task are virtual (e.g., MS Teams).

Task 5 Deliverables

- West Yost will prepare draft and final reports for each of the reports prepared under this task in PDF format.

Task 6. As-Needed WPCF Support Services

During each fiscal year of the contract term, the City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of

work under this task will be limited to work that has been requested by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 6 Deliverables

- West Yost will coordinate deliverables for this task with City staff if services are requested.

ESTIMATED FEE

The estimated fee for each of the tasks described above and total estimated fee are shown in Table 1 for FY 26/27 through FY 28/29. Budgetary estimates for the additional two optional years are discussed after the table. West Yost will perform all work on an hourly basis at standard company charge rates and will not exceed the budgeted cost without written authorization. Attachment A provides West Yost's 2026 charge rate schedule. Year 1 fees are based on this 2026 rate schedule plus an assumed 5 percent increase for 2027 rates. Fee estimates for the subsequent years also assume a 5 percent increase year-over-year.

Total fees for FY 26/27 through FY 28/29 will be limited to a not-to-exceed budget of \$694,600. If additional budget is required to complete the Scope of Services identified herein, West Yost will request City authorization prior to exceeding the budget. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Estimated Project Fee for FY 26/27 through FY 28/29 Regulatory Support				
Task	Year 1 Fee, dollars	Year 2 Fee, dollars	Year 3 Fee, dollars	Total Fee, dollars
Task 1. Project Management	16,600	10,500	11,000	38,100
Task 2. Regulatory Program Management ^(a)	24,200	25,000	25,900	75,100
Task 3. Land Application Coordination and Quarterly Reporting Support	69,100	72,500	76,000	217,600
Task 4. Annual Reporting Support	43,700	45,900	47,400	137,000
Task 5. Special Studies and Reports	62,000	64,600	30,200	156,800
Task 6. As-Needed WPCF Support Services	22,300	23,300	24,400	70,000
Total	\$237,900	\$241,800	\$214,900	\$694,600
(a) Budget of \$7,700 for SSD time is included in Task 2 for each year.				

NOT-TO-EXCEED \$694,600

The total anticipated budgetary estimate for the additional two years of services would be as follows:

- FY 29/30: \$194,000
- FY 30/31: \$204,000

These budgetary estimates assume a 5 percent increase year-over-year in West Yost's billing rates. Should the City choose to extend West Yost's initial three-year contract, a more accurate assessment of the scope and services and budget for these two additional years of service can be provided closer to the start of the respective fiscal years to support the development of a contract amendment.

SCHEDULE

Deliverables with specific regulatory deadlines will be developed in time to provide City staff with at least one week for review of draft deliverables prior to preparing final documents.

Thank you for providing West Yost with the opportunity to be of continued service to the City of Lodi with permitting services for the WPCF. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST



Charles Hardy, PE
RCE #71015



Nate Cullen
Business Sector Leader, Treatment

Attachment A: West Yost's 2026 Billing Rate Schedule



Attachment A

West Yost's 2026 Billing Rate Schedule

2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$392
Engineer/Scientist/Geologist Manager I / II	\$370 / \$387
Principal Engineer/Scientist/Geologist I / II	\$333 / \$355
Senior Engineer/Scientist/Geologist I / II	\$297 / \$312
Associate Engineer/Scientist/Geologist I / II	\$246 / \$265
Engineer/Scientist/Geologist I / II / III	\$191 / \$221 / \$231
Engineering Aide	\$117
Field Monitoring Services	\$145
Administrative I / II / III / IV	\$107 / \$133 / \$160 / \$176
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$384 / \$387
Principal Tech Specialist I / II	\$353 / \$365
Senior Tech Specialist I / II	\$320 / \$334
Senior GIS Analyst	\$292
GIS Analyst	\$277
Technical Specialist I / II / III / IV	\$206 / \$231 / \$261 / \$291
Technical Analyst I / II	\$148 / \$176
Technical Analyst Intern	\$119
Cross-Connection Control Specialist I / II / III / IV	\$154 / \$167 / \$188 / \$208
CAD Manager	\$233
CAD Designer I / II	\$181 / \$204
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$373
Construction Manager I / II / III / IV	\$222 / \$237 / \$251 / \$318
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$200 / \$222 / \$247 / \$256
Apprentice Inspector	\$181
CM Administrative I / II	\$96 / \$130
Field Services	\$256

- 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.

2026 Billing Rate Schedule

(Effective January 1, 2026, 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)	\$200 / day
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)	\$18.75 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day



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 Status
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 Contractors 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) Qualified 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 (LESLI list) and otherwise meet City requirements.