

CITY OF FAIRFIELD

RESOLUTION NO. 2022-323

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AND NON-DISCLOSURE AGREEMENT WITH WEST YOST ASSOCIATES FOR THE PROVISION OF A WATER UTILITY MASTER PLAN AND RATES STUDY

WHEREAS, the City of Fairfield is seeking to develop a water utility master plan and rates study to evaluate and prioritize the water utility's capital improvement needs; and

WHEREAS, the City is seeking to develop a cost-of-service analysis for the water utility resulting in the recommendation of a new water rates schedule over the next several years; and

WHEREAS, the City is seeking to develop a new water rates schedule that would fund the water utility's capital improvement and operational needs and avoid unexpected large rate increases; and

WHEREAS, the City will conduct the required Proposition 218 process prior to the implementation of any proposed rate increases; and

WHEREAS, the City released a request for proposals (RFP) for a water utility master plan and rates study; and

WHEREAS, staff has determined that West Yost Associates (WYA) is a qualified respondent to the RFP; and

WHEREAS, WYA, along with its project team, has the necessary technical and financial expertise to complete the water utility master plan and financial analysis; and

WHEREAS, WYA has both current and historical knowledge of the City's water utility system to develop an in-depth water utility master plan and to complete a comprehensive rates study for the water utility; and

WHEREAS, signing of a non-disclosure agreement with WYA is recommended to protect confidential City information provided for the development of the Water Utility Master Plan and Rates Study.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The city manager is hereby authorized and directed to execute on behalf of the City of Fairfield the attached professional services agreement (Agreement) with West Yost Associates (WYA) for the provision of a Water Utility Master Plan and Rates Study in the amount not-to-exceed \$1,000,000.

Section 2. The city manager is hereby authorized and directed to execute the attached non-disclosure agreement with WYA to protect confidential City information provided for the development of the Water Utility Master Plan and Rates Study.

PASSED AND ADOPTED this 6th day of December, 2022, by the following vote:

AYES: COUNCILMEMBERS: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Harry T. Price
MAYOR

ATTEST:

Esther Barnes
CITY CLERK, Deputy



AGENDA REPORT

DATE: December 6, 2022

TO: Mayor and City Council

FROM: David Gassaway, Interim City Manager

SUBJECT: Resolution of the City Council of the City of Fairfield Authorizing the City Manager to Execute a Professional Services Agreement and Non-Disclosure Agreement with West Yost Associates for the Provision of a Water Utility Master Plan and Rates Study

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

The Fairfield Municipal Utility (FMU) is currently in a sound financial position and has historically implemented modest rate increases over time in order to generate sufficient revenues to cover debt service, operations, capital improvements, and reserve requirements. This model has served the community well and has kept FMU financially solvent. Before recommending a new rate schedule, City staff seeks to develop a comprehensive water utility master plan (WMP) and rates study that considers the water utility's capital improvement and the City's future growth. The WMP will be used to inform a cost-of-service analysis and recommendation of a new water rates schedule that City Council will need to consider over the next year. Upon completion of the WMP and rates study, City staff will return to council to seek approval of a new water rates schedule.

DISCUSSION

FMU provides water to the community residents of Fairfield and Vacaville on a continuous basis and employs staff who are responsible for maintaining infrastructure valued at over \$500 million, in the form of two water treatment plants, 12 concrete and steel reservoirs, 16 treated water pump stations and over 370 miles of transmission and distribution pipelines, including all appurtenances (hydrants, valves, etc.), and approximately 34,000 water service accounts. In order to keep FMU's water infrastructure assets in good operating condition, an on-going investment in the proper maintenance and repair activities is required.

In December 2017, council adopted a water rate schedule (Resolution No. 2017-270) that implemented an annual series of 4% increases that were effective from January 2018 through January 2021. The last in the series of 4% increases occurred in January 2021. Historically, the City has had a long-standing policy to implement moderate and predictable water rate increases to avoid sudden, unexpected large rate increases such as in the early 1980s when rates had to be increased more than 100% over two years to make up for years without increases. Large single-year increases are less desirable and have been avoided since then.

Currently, the FMU continues to be in sound financial condition overall and has been able to maintain stable, consistent and low to moderate increases which has made it easier to plan for, as well as distinguishing FMU from other water utilities forced to implement sharp increases to rates. However, based on the useful life of our current water utility infrastructure, it is expected that the City will begin to face large, annual, and ongoing capital funding needs starting approximately 10 years out, and continuing for subsequent decades. Specifically, certain portions of our unseen buried pipelines are approaching the end of their useful life and will require replacement; likewise, FMU

must consider the condition of its storage and treatment facilities to ensure adequate capacity in meeting operational and future city growth.

Before returning to council with a proposed rate schedule, City staff seeks to develop a comprehensive WMP and capital improvement program intended to inform a cost-of-service analysis and recommendation of a new water rate schedule over the next several years, with a planned start of the first water rate increase beginning in January 2024. The water cost-of-service study will include recommendations for updating the City's water rate schedule to ensure the City can meet its operations, capital, and debt service obligations, and will be based on a rate that is fair and reasonable; proposed rates will also be based on the level of investment identified in the newly developed WMP, as well as meet all operations and maintenance expenses, debt service and reserve requirements.

The cost-of-service analysis and recommended water rates schedule, which would be developed in conjunction with the WMP, would continue the City's policy of avoiding unexpected large rate increases by appropriately pricing the water rates of the water system. Upon the development of the recommended water rates schedule, the City would proceed with the public engagement process as required by Proposition 218.

Due to the technical complexity of developing a WMP, staff released a Request for Proposal on August 15, 2022, to solicit qualified consultants that specialize in water utility systems and financial analysis. Although several well-known consultants were solicited, staff received one proposal from West Yost Associates (WYA). Along with their project team that includes A T.E.E.M. Electrical Engineering, TJC & Associates (structural engineers), JDH Corrosion Consultants, and Bartle Wells Associates, WYA has the necessary technical and financial expertise to complete the WMP and financial analysis. Additionally, WYA has both current and historical knowledge of the City of Fairfield's water utility system to develop an in-depth water utility master plan for the water utility. Staff has reviewed and negotiated the scope of work, and recommends selection of WYA for a not to exceed fee of \$1,000,000.

FINANCIAL IMPACT

The total cost for the water utility master plan and rates study is in an amount not to exceed \$1,000,000. The funds are budgeted in the Water Utility Capital Fund (Fund 462, Organization and Project Code 46260699-9502-10433).

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A. However, the resulting water rates schedule recommendation would go through the Proposition 218 process prior to implementation.

ALTERNATIVE ACTION

The City Council may choose not to authorize the agreement for the Water Utility Master Plan and Rates Study, however not performing the study would leave the City without the adequate information to develop an informed water rates structure for the water utility.

STAFF CONTACT

Michael J. Hether, Assistant Public Works Director-Utilities
(707) 428-7493
mhether@fairfield.ca.gov

COORDINATED WITH

Finance Department, Information Technology

ATTACHMENTS:

[Proposed Resolution](#)

[Proposed Agreement](#)

[Non-Disclosure Agreement](#)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of December 8, 2022, by and between the City of Fairfield, a municipal corporation (the "CITY") and West Yost Associates ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. This agreement shall be in effect through April 30, 2024; or until the scope of work is completed.

8) GOVERNING LAW AND VENUE. Should either Party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.

9) ENTIRE AGREEMENT. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

10) COUNTERPARTS. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

11) NOTICES. This Agreement is managed and administered on the CITY's behalf by the individual named below. All invoices must be submitted and approved by this individual and all notices shall be given to the CITY using the following contact information:

CITY Contact: Michael Hether

E-mail: mhether@fairfield.ca.gov

Address: 1000 Webster Street, Fairfield, CA, 94533

Telephone: 707-428-7493

Notices must be given to CONSULTANT at the following:

CONSULTANT Contact: Amy Kwong, PE

E-mail: akwong@westyost.com

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

Telephone: 925-461-6788

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By:  

CONSULTANT

DocuSigned by:

By: 

Charles Duncan

President & CEO

EXHIBIT A

CITY OF FAIRFIELD WATER UTILITY MASTER PLAN AND RATES STUDY

Scope of Work (Revised 11/9/2022)

West Yost's proposed scope of work is based on our understanding that the City needs a comprehensive near-term (10-year) and long-term (2045) Capital Improvement Program (CIP) to inform a cost of service rate study that will guide the City in implementing water rate increases beginning in January 2024. The comprehensive CIP should draw from evaluations of the existing and future water system, a review of the regulatory environment, as well as condition assessments of the water treatment plants, storage reservoirs, pipelines, and pump stations. Since West Yost is currently preparing the City's pump station asset management plan update, which contains a condition assessment component, recommendations developed in the plan can be seamlessly pulled into the WMP for inclusion in the rate study.

Task 1. Project Management

The objective of this task will be to keep the project on schedule and budget, understanding that the schedule is driven by the City's desire to adopt a new water rate schedule beginning January 2024.

Task 1.1. Kickoff Meeting

West Yost will coordinate and attend a Kickoff Meeting with City staff and West Yost's Project Manager, Project Engineer, and other key staff. West Yost will prepare and submit an agenda in advance of the meeting, and notes will be provided to the City within one week after the meeting. West Yost will also develop and present a data request list for any data needed to complete the project.

Task 1.2. Biweekly Progress Meetings

West Yost will coordinate and attend biweekly Progress Meetings with key City staff. The Project Manager and Project Engineer will attend the biweekly meetings, with other key staff attending, as necessary, to discuss the issues identified for the respective meeting. Meetings will cover critical path items, schedule, budget, and any other issues requiring attention, and review interim results, as needed. Budgeting assumes 30 meetings.

Task 1.3. Monthly Budget Status Reports

West Yost will submit monthly budget status reports with the monthly invoicing that provide a summary of the project's progress for the most recent calendar month. Upon completion of the project, Technical Memorandum (TM) 1 will be prepared to include all monthly progress and budget status reports submitted with the monthly invoices over the duration of the project.

Task 1.4. Attend City Council Meetings

West Yost will attend two City Council meetings to update the Council on the Water Master Plan (WMP) and water rate study progress. The West Yost team will prepare and present two PowerPoint presentations that summarize the draft WMP and the water rate study that City Council will be considering for adoption.

Task 1 Assumptions

- Budgeting assumes 15-month project duration.
- Kickoff Meeting is assumed to be a one-hour Microsoft Teams meeting attended by key City staff.

- All meetings are assumed to be virtual and held via Microsoft Teams, unless otherwise noted.
- Presentations to City Council are assumed to be in person.

Task 1 Deliverable(s)

- Meeting agendas and minutes
- Biweekly progress reports
- Monthly budget status reports and invoices
- City Council presentation materials
- TM 1 – Monthly Progress and Budget Status Reports (electronic copy)
- PowerPoint presentation of draft WMP Report
- PowerPoint presentation of Water Rate Study

Task 2. Review of Land Use and Previous Master Planning Documents

The objective of this task will be to collect, review, and catalog the data, land use, and previous master planning documents to be used in the WMP. West Yost also recognizes the City's need to document historical water demand data, including evaluating maximum day demand and peak hour demand peaking factors, to establish baseline demand assumptions and refine future water demand projections. These efforts were not explicitly defined in the City's RFP and are proposed under Tasks 2.3 and 2.4.

Task 2.1. Review of Background Information

West Yost will collect and review relevant data provided by the City or obtained under previous work performed for the City, including the Train Station Specific Plan, the Heart of Fairfield Specific Plan, land use maps, previous development area water master plans, the City's 2020 Urban Water Management Plan (UWMP), as-built drawings (upon request), SCADA data, and historical demand and production data.

Task 2.2. Prepare Existing System Chapter

West Yost will prepare a draft Existing System chapter providing a discussion of the documents reviewed and an overview of the potable water systems and facilities, including service area boundary, pressure zones, water treatment plants, storage facilities, pump stations, pressure and regulating stations, transmission and distribution pipelines, and interconnections with neighboring water agencies.

Task 2.3. Refine Water Demand Projection

West Yost will meet with the City's Planning Division to discuss the General Plan Update and proposed new development or re-development in the City's water service area that would occur by 2045. Emphasis will be to identify areas that will undergo development that will change either the demand or the fire flow requirements and where older pipelines will need to be upgraded. Growth areas will also need to be identified spatially for the hydraulic evaluation. New development or re-development will be classified in the near-term (10-year) or long-term (2045) planning periods based on input from the Planning Division.

West Yost will refine future water demand projections using updated land use data revised during the General Plan Update. Land use-based unit water demand factors prepared for the 2020 UWMP will be used in conjunction with the updated land uses to project the near-term and long-term future water demand projections. West Yost will also project future water demands using a population-based method. The population-based method will project future water demands using the City's projected population and

an appropriate gallons per capita per day (gpcd) factor. Demand projections will be compared to the projected demands adopted in the 2020 UWMP.

West Yost will prepare a draft Water Demand chapter summarizing results of the land use and demand analysis to document the methodology and results for the City's future water demand projections.

Task 2.4. Update Water Demand Peaking Factors

West Yost will analyze historical water production data to develop updated system-wide maximum day and peak-hour peaking factors. West Yost will also compare production and consumption data to develop an appropriate non-revenue water factor for use in future water demand projections.

Task 2 Assumption(s)

- City will coordinate and schedule meeting with Planning Division to be held via Microsoft Teams.
- City will provide the most current land use plans from the updated General Plan (GIS files).
- City will select a preferred future land use alternative as part of the General Plan Update prior to West Yost's meeting with the Planning Division.
- Unit water demand factors developed for the 2020 UWMP can be used for this WMP.
- Unit water demand factors were prepared on a system-wide basis.
- Water demand projections will be developed for the near-term (10-year) and long-term (2045) planning horizons.
- West Yost will use the population projections in the 2020 UWMP.
- City will provide a single, consolidated set of comments on the draft chapters within four (4) weeks of receiving the draft copies.

Task 2 Deliverable(s)

- Data Collection List, updated and distributed with the Biweekly Progress Meetings
- Draft Chapter 2 – Existing System (electronic copy)
- Draft Chapter 3 – Water Demand (electronic copy)

Task 3. Water Regulatory and Policy Review

The objective of this task is to evaluate current and upcoming regulations and policy and recommend updates to the City's facilities or municipal code to comply with the regulatory environment. In addition, although not specifically identified in the RFP, this task will also establish consistent planning criteria to be used in the WMP.

Task 3.1. Conduct Water Regulatory Review

West Yost will review current drinking water regulations published by USEPA in the Federal Register that have been adopted by the State of California and are included in the California Code of Regulations sections for drinking water systems. West Yost will also provide guidance regarding new and anticipated drinking water regulations being developed by the Environmental Protection Agency (EPA). The State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) has primacy for monitoring and implementing/enforcing drinking water regulations and has implemented minor additions of some of the EPA regulations and also uses the California *Cryptosporidium* Action Plan, which includes some water treatment performance objectives that are not included in the Federal regulations.

The State Water Resources Control Board issued General Order NO. CAG140001 in November 2014 that requires all drinking water systems in California that have at least 1,000 service connections to obtain a

National Pollution Discharge Elimination System (NPDES) Permit for all water released from either a water treatment plant or distribution system that can reach a receiving water. We will review the City's current NPDES General Permit and water discharge reports from the past five years to determine if corrective actions should be implemented.

West Yost will also contact the Bay Area Air Quality Management District (BAAQMD) to obtain current policies and information regarding water treatment chemicals such as ozone, hydrogen peroxide, and sodium hypochlorite that may currently be regulated by the BAAQMD or that the BAAQMD anticipates may be regulated when used to treat municipal water supplies.

West Yost will identify water treatment facility improvements needed to improve, optimize, or comply with both current and anticipated water treatment regulations and treated water quality goals and/or with other regulatory agencies' requirements.

Task 3.2. Review City's Municipal Code (Chapter 22)

West Yost will review Fairfield Municipal Code (FMC) Chapter 22 for consistency with the following:

- Water Shortage Contingency Plan;
- Water Conservation Program;
- Recently adopted Accessory Dwelling Unit Laws;
- Pending regulations associated with the State 2018 Water Conservation Legislation (SB 606 and AB 1668) to meet Urban Water Use Efficiency Standards and Water Use Objectives; and
- City policies and City practices.

West Yost will identify provisions that will need to be updated to authorize and support implementation of the City's Water Shortage Contingency Plan adopted in June 2021 and current Water Conservation Program. West Yost will review FMC Chapter 22 provisions and recommend revisions that incorporate the six standard water shortage levels consistent with State requirement and to authorize the City's shortage response actions, including compliance and enforcement.

West Yost will identify FMC Chapter 22 provisions relevant to accessory dwelling units and connection charges. West Yost will recommend updates for consistency with Government Code Section 65852.2. Under this effort, other related sections of the FMC may be reviewed and identified for updates as necessary.

West Yost will work with the City to consider provisions for inclusion in FMC Chapter 22 to authorize City actions so that it could meet the State's urban water use efficiency standards and objectives, as directed by the State 2018 Water Conservation Legislation.

As part of this effort, West Yost will also work with key City staff to identify provisions in FMC Chapter 22 that may require updates due to changes in internal policies and procedures.

West Yost will mark up FMC Chapter 22 with preliminary recommendations for City review and comment. West Yost will meet with City staff to review preliminary recommendations and obtain input. City staff input will be incorporated in final recommendations for updates to FMC Chapter 22. Final recommendations will be discussed in Chapter 4, along with supporting explanation for the updates. Mark ups to Chapter 22 will be included as an appendix to the WMP.

Task 3.3. Prepare Water Regulatory and Policy Review Chapter

West Yost will prepare a draft Water Regulatory and Policy Review chapter which summarizes current and/or anticipated regulations and discusses how well-suited the City's facilities are to meet the regulations. Recommendations for updates to Chapter 22 of the City's municipal code will also be provided in this chapter.

Task 3.4. Develop Water System Evaluation Criteria

West Yost will review water system evaluation criteria presented in previous planning documents and will consolidate and recommend updates for review and discussion with the City. The updated criteria will be used to assess existing and future water system deficiencies and evaluate recommended improvements. West Yost will also meet with the City's Fire Department to confirm fire flow requirements based on general land use types for water system planning purposes.

West Yost will prepare a draft Water System Evaluation Criteria chapter to document the recommended planning criteria for the City's water system evaluations.

Task 3 Assumption(s)

- West Yost will select preliminary land use-based fire flow requirements based on land use-based requirements selected during previous discussions with the Fire Department.
- Previous planning documents to review for water system criteria include the Cordelia Area Water Master Plan (1986), North Cordelia Water Master Plan (1988), Peabody-Walters Master Plan (1994), and Serpas Ranch Water System Study (1990).
- The City will provide the most current FMC Chapter 22 in Microsoft Word.
- The City will provide any written internal policies relevant to the implementation of water conservation and demand management actions.
- Relevant City staff, including legal counsel and water conservation staff, will review recommended updates to FMC Chapter 22.
- City will review preliminary recommended updates to FMC Chapter 22 and return consolidated comments to West Yost within two weeks of submittal.
- Two one-hour meetings are assumed to review updates to FMC Chapter 22: one meeting to discuss potential updates to FMC Chapter 22, and one meeting to review and comment on preliminary recommended updates.
- City to provide a single, consolidated set of comments on the draft chapters within four (4) weeks of receiving the draft copies.

Task 3 Deliverable(s)

- Mark up of FMC Chapter 22 identifying recommended updates (preliminary and final)
- Draft Chapter 4 – Water and Policy Updates (electronic copy)
- Draft Chapter 5 – Water System Evaluation Criteria (electronic copy)

Task 4. Condition Assessment – Water Treatment Plants

The objective of this task is to prepare assessments of the existing conditions and performance levels of the Waterman Water Treatment Plant (Waterman WTP) and North Bay Regional Water Treatment Plant (NBRWTP), to identify and evaluate options for the future expansion of these facilities, and to develop a series of near- and long-term improvements to address existing deficiencies and align both facilities with the City's long term plans for providing treated water with its service area.

Task 4.1. WTP Condition Assessments

West Yost will prepare condition assessments of the Waterman WTP and NBRWTP. Condition assessments for each plant will include source and treated water quality characterizations, identification and assessment of treatment process challenges, and on-site visual and non-invasive assessments of the physical condition of treatment plant assets.

Water Quality Characterizations and Performance Assessments

Water quality characterizations will be based on West Yost's review of five or more years of source and treated water quality data. Assessments of plant performance will be developed based on the results of the water quality characterizations, as well as reviews of DDW annual inspection reports. Available water quality data reviewed by West Yost will include all relevant physical, chemical, microbial, taste, odor, and seasonally variable parameters which affect and characterize water treated and produced by Waterman WTP and NBRWTP.

As part of the on-site physical condition assessment site visits, West Yost and our subconsultants will participate in informational interviews with treatment plant operations and maintenance staff, including instrument technicians, to identify, discuss and establish frameworks for diagnosing and addressing known treatment challenges.

Condition Assessment and Asset Management Model

The West Yost team will dedicate one full day each to on-site physical condition assessments at Waterman WTP and NBRWTP. The condition assessment team will consist of civil, process-mechanical, structural, and electrical engineers experienced in the design, operation, and control of water treatment facilities.

Critical asset condition and age information collected during the site visits will be used to populate West Yost's Asset Management Model (WAMM), which is an updated version of the risk model. West Yost will update the WAMM with new LOF and COF criteria to evaluate business risks at each of the treatment facilities.

The output of the WAMM evaluation will be a risk rating for each asset. Individual asset ratings will be grouped into asset pedestal ratings as appropriate to determine rolled up risk ratings to determine if individual versus facility improvements are warranted.

Task 4.2. Plant Expansion Alternatives Evaluation

West Yost will work with the City to develop and evaluate Waterman WTP and NBRWTP expansion alternatives. The capacity and potential timing of expansions of the treatment plants will be informed by the future water demand projections developed under Task 2, the relative scale and timing of demand growth within different portions of the distribution system, and the City's operational preferences for distributing projected buildout demands between the two plants.

In addition to considering the expanded capacity targets for each treatment facility, West Yost will work with City staff to confirm existing (or, as needed, establish new) treatment performance objectives. These objectives will enable the team to develop treatment process alternatives, including potential modifications and/or improvements to the existing treatment processes.

Up to three expansion alternatives will be developed for each treatment facility and may include a combination of new and existing treatment processes. For each alternative, summary descriptions and

design criteria for expanded (and new, as applicable) treatment processes will be provided, along with a conceptual site plan.

Task 4.3. Hydraulic Capacity Evaluations

West Yost will develop hydraulic profiles for Waterman WTP and NBRWTP in order to assess potential hydraulic deficiencies under both existing and potential future conditions. Hydraulic profiles for future conditions will be informed by the expansion alternatives developed under Task 4.2. The results of Task 4.3 will be presented graphically and will inform the development of improvements presented under Task 4.4.

Task 4.4. Develop Water Treatment Plant Improvement Recommendations

West Yost will develop a series of near- and longer-term improvement recommendations for Waterman WTP and NBRWTP based on the results of Tasks 4.1 through 4.3. Improvement recommendations will be designated according to their primary justification (e.g., condition- or age-related risks, buildout plant capacity and/or process improvement needs, and current or future hydraulic deficiencies). For each recommended improvement project, West Yost will develop budgetary capital cost information in accordance with cost estimating methodologies established under Task 7. Recommended improvements will be prioritized and according to need and placed on a schedule spanning the duration of the CIP.

The results of Task 4.4 will be captured in TM 2 and TM 3. Relevant detail, tables, figures, and other exhibits developed under Tasks 4.1 through 4.3 will be incorporated in or appended to TM 2 or TM 3, as appropriate.

Task 4 Assumption(s)

- City will provide requested historical flow and water quality data for both treatment facilities in tabular format (e.g., Microsoft Excel).
- City will make available electronic copies of record drawings for all treatment facility improvement projects at Waterman WTP and NBRWTP.
- City will make available electronic copies of any requested operation and maintenance manuals for pumping and/or process equipment at Waterman WTP and NBRWTP.
- City will dedicate adequate operations, maintenance and instrument technician staff to accompany West Yost team during on-site condition assessments.
- Planning-level opinions of probable construction cost will be Class 5 estimates per standard AACE classifications.
- City will provide a single, consolidated set of comments on the draft TMs within four weeks of receiving the draft copies.

Task 4 Deliverable(s)

- Draft TM 2 – Condition Assessment: Waterman Water Treatment Plant
- Draft TM 3 – Condition Assessment: North Bay Regional WTP

Task 5. Condition Assessment – Water Storage Reservoirs

The objective of this task is to conduct condition assessments of the following water storage tanks:

Reservoir	Capacity (MG)	Type
Cement Hill	10	Concrete (buried)

Eastridge	16	Concrete (buried)
Gold Ridge	2.2	Steel (above ground)
Mangels	1.0	Steel (above ground)
Martin Hill	2.7	Steel (above ground)
Rancho Solano 3	3.1	Steel (above ground)
Rancho Solano 4	1.4	Steel (above ground)
Rolling Hills	3.1	Steel (above ground)

The condition assessment will include a comprehensive evaluation of the structural integrity, corrosion, fluid piping, access and safety, and control systems. A more detailed description of the condition assessments is provided in Task 5.2.

Task 5.1. Review Background Data

West Yost will obtain and review record/as-built drawings, manufacturer shop drawings, original geotechnical reports, inspection and service records, and other related information. This information will be provided by the City. This review will be conducted prior to field condition assessments outlined in Task 5.2.

Task 5.2. Reservoir Condition Assessments

The condition assessments will include site visits to each reservoir site. It is assumed the site visits will take up to three days to complete. The West Yost team will perform visual inspections. It is assumed that the reservoir will need to remain on-line during the site visits; therefore, entry into the reservoirs is not included. Based on information collected during the site visits and under Task 5.1, West Yost and our subconsultants will perform the following:

Structural Evaluation

The West Yost team will perform a structural analysis of each existing water storage reservoir to determine whether the tank meets the current seismic design requirements of the California Building Code (CBC) and provide rehabilitation recommendations.

For each tank, our team will perform the following specific tasks:

1. Define the seismic input for the current building code.
2. Model the tank information in our tank design spreadsheets. This information is assumed to be available from the City. Required input information includes height, wall thickness, and materials for each course, as well as for the bottom plate and annular plate dimensions. Our team will also need roof and roof structural framing information.
3. Perform seismic calculations for AWWA D100-21, AWWA D110-13 (R18), ACSE/SEI 7-22, and the CBC 2022.
4. Evaluate tank stability, sloshing wave height, anchorage ratio, and other parameters that define overall ability to withstand seismic loads in the tank's as-designed condition under current code design load conditions.
5. Determine foundation loads due to seismic loads on the unanchored tank under the current code design load conditions.
6. Determine foundation compliance with the current building code.

7. Provide comments and/or recommendations on feasibility of potential rehabilitation measures such as raising tank wall heights, reducing fill height, or anchoring the tank.
8. Evaluate ground settlement based on visual observations. A detailed geotechnical investigation can be conducted if deemed necessary during site visits and discussions with City staff. A geotechnical investigation is not included in the base scope and fee.

The anchoring evaluation provided above only applies to welded steel reservoirs and relates to seismic stability of the reservoir.

Corrosion Evaluation

The West Yost team will conduct the following tasks necessary to evaluate the coating system and possible corrosion of the reservoir structure and metal appurtenance.

- **Visual Inspection:** Visually inspect the interior and exterior of the steel reservoirs for overall condition with respect to corrosion deterioration and damage. Coating adhesion will be tested using an X-Acto blade and by making hash marks at various locations. Loose coatings will be peeled back to inspect the underlying steel and flaking corrosion products will be removed to determine the extent of metal loss. The extent and degree of coating deterioration and corrosion pitting will be mapped out for each steel reservoir for exterior surfaces.
- **Ultrasonic Thickness Survey:** Perform ultrasonic thickness measurements at selected locations on the shell plates and the subject steel reservoirs. A model 36DL Plus Ultrasonic Thickness meter manufactured by Panametrics will be used to conduct this testing. This testing will establish the overall thickness of each shell ring and the thickness of the floor plates in case this information is not readily available from the fabrication and installation drawings.
- **Photographic Documentation:** We will record our findings via photographic documentation.
- **Cathodic Protection System Evaluation:** Measure structure-to-water potentials if there is an active cathodic protection system installed into these reservoirs. We will also evaluate the condition of the anodes, anode wires, reference electrodes, anode junction boxes and hand hole covers and determine the level of protection being afforded to each tank and the effort to upgrade/replace these systems if deemed necessary.

Fluid Piping (Mechanical) Evaluation

The West Yost team will conduct a condition assessment of the piping and associated mechanical equipment, including valving and chemical feed systems.

Access and Safety Evaluation

West Yost will conduct the following condition assessments.

- **Health and Safety Evaluation:** CalOHSAs provides safety requirements for reservoirs. West Yost will evaluate the reservoirs to ensure they are in conformance with OHSAs/CalOSHA requirements. If they are not, our team will provide recommendations to bring them into conformance. Typically, this includes ladders, hatches, safety tethers, hand railing, safe climb devices, and ladder security.
- **Code and Permitting:** West Yost will provide a summary of potential permits that would be necessary if improvements to either of these reservoirs are recommended. DDW has responsibility for water quality of the state's water supplies, including municipalities, and must approve any addition or modification to a municipality's water system. West Yost has worked

with DDW staff on several projects and have a keen understanding of necessary approvals and requirements.

Control Systems Evaluation

The West Yost team will conduct an evaluation of the existing instrumentation and SCADA for each reservoir.

Task 5.3. Evaluate Additional Water Storage Needs

West Yost will evaluate the existing capacity of storage reservoirs against the existing, near-term (10-year), and long-term (2045) future demands projected under Task 2. Our team will evaluate existing reservoir capacity based on typical areas of influence (e.g., Cement Hill Reservoir directly serves the northeast side of Pressure Zone 1). Reservoir capacity evaluations, including recommendations to expand or add new storage to address deficiencies, will be conducted under Task 6.

Task 5.4. Evaluate Condition Assessments and Develop Recommended Improvements

Individual reservoir asset information collected during the site visits will be used to populate West Yost's WAMM with new assets and LOF and COF criteria to evaluate business risk at each of the reservoir sites.

Assets will be assessed based on the WAMM. We will utilize the well-structured risk framework prepared in 2015 and updated in 2022 by West Yost.

The output of the WAMM evaluation will be a risk rating for each asset. Individual asset ratings will be grouped into asset pedestal ratings as appropriate to determine rolled up risk ratings to determine if individual versus facility improvements are warranted.

Based on the condition assessment conducted in Task 5.2 and the results of the WAMM evaluation, West Yost will develop a list of deficiencies and recommended improvements.

The results of Task 5.4 will be captured in TM 4. Relevant details, tables, figures, and other exhibits developed under Tasks 5.1 through 5.3 will be incorporated in, or appended to, TM 4 as appropriate.

Task 5 Assumption(s)

- Condition assessments will be performed for up to eight (8) reservoirs as listed above.
- Tank inspections will not include dive inspections and it is assumed the tanks will not be offline and drained for inspection. Observations of the interior of the tank will be based on previous interior inspections and observations made from roof access hatches.
- City will provide previous geotechnical reports and data for each tank site.
- City will provide any missing as-built drawings and tank manufacturer's shop drawings.
- City will provide cleaning and inspection reports.
- City will dedicate adequate operations, maintenance and instrument technician staff to accompany West Yost team during on-site condition assessments.
- Geotechnical investigations are not included.
- Planning-level opinions of probable construction cost will be Class 5 estimates per standard AACE classifications.
- City will provide a single, consolidated set of comments on the draft TM within four weeks of receiving the draft copies.

Task 5 Deliverable(s)

- Draft TM 4 – Condition Assessment: Water Storage Reservoirs

Task 6. Capacity and Condition Assessment – Water Distribution System

The objective of this task will be to perform a comprehensive capacity and condition assessment of the City's existing water transmission and distribution system assets to identify existing and near-term (10-year CIP), as well as long-term water system deficiencies and associated improvements. Improvements required to maintain or improve the water distribution system will be prioritized and presented in a draft chapter.

Tasks 6.1 and 6.2 address the capacity and performance of the existing and future system. Task 6.3 addresses the condition of the existing system.

Task 6.1. Water System Capacity and Performance Evaluation – Existing

West Yost will scale the existing demands in the City's hydraulic model to reflect the existing baseline demand assumptions developed in Task 2.

To verify the adequacy of existing facilities, West Yost will evaluate the water treatment, storage, and pump station capacity using existing demands and established planning criteria. To perform the evaluation, West Yost will develop a spreadsheet to define water treatment, storage, and pump station capacity needed for each pressure zone under existing conditions. One meeting with the City is scheduled as part of this task to identify specific areas of influence of each pump station and storage facility, if the City desires that facility capacity evaluations account for the regions of each pressure zone that can be reasonably served by each facility.

To evaluate the adequacy of the City's existing distribution system to meet the planning criteria established under Task 3, West Yost will use the City's hydraulic model with updated existing baseline demands. Scenarios will be developed in the model to evaluate maximum day demand plus fire flow and peak hour demand conditions. Improvements to mitigate hydraulic performance constraints (e.g., low pressures, fire flow deficiencies) will be developed.

West Yost will prepare a draft chapter to summarize the findings and recommendations from the existing water system facility capacity hydraulic performance evaluations.

Task 6.2. Water System Capacity and Performance Evaluation – Future

West Yost will update the near-term and long-term demand allocations in the City's hydraulic model to reflect the near-term and future demand projections developed in Task 2. Demand allocations will consider spatial distribution of demands according to planned land uses and known future developments.

To verify the adequacy of existing facilities, West Yost will evaluate the water treatment, storage, and pump station capacity using near-term and future demands and established planning criteria. To perform the evaluation, West Yost will use the spreadsheet developed under Task 6.1 to define water treatment, storage, and pump station capacity needed for each pressure zone and/or area of influence under near-term and future demand conditions.

To evaluate the adequacy of the City's existing distribution system to meet the planning criteria established under Task 3, West Yost will use the City's hydraulic model updated with identified near-term projects (e.g., replacement of the Red Top Pump Station) and near-term and future demands.

Scenarios will be developed in the model to evaluate maximum day demand plus fire flow and peak hour demand conditions. Improvements to mitigate hydraulic performance constraints (e.g., low pressures, fire flow deficiencies) will be developed.

West Yost will prepare a draft chapter to summarize the findings and recommendations from the future water system facility capacity hydraulic performance evaluations.

Task 6.3. Condition Assessment – Water Distribution System

Under this task, West Yost will conduct a desktop condition assessment of the water distribution system using results provided by Fracta, to develop a pipeline rehabilitation and replacement plan.

Task 6.3.1 Develop Asset Registry, Review Background Information and Staff Interviews

West Yost will review available data, including asset inventories from the City's CMMS and GIS, past condition assessment studies or data, and pipeline failure projections prepared by Fracta. The West Yost team will meet with City engineering and operations staff to discuss asset performance and their knowledge of the water system infrastructure. These sources of information will help verify the size, condition, performance, and performance criteria of the existing water system to support development of the likelihood and consequence of failure criteria, identify improvements, and mitigate potential risks to the City. Staff interviews will also be used to identify any specific pipe sizes or materials the City wants to prioritize for replacement.

An asset registry of pipelines and service laterals will be developed based on the City's GIS, CMMS, and meter reading software, supplemented by discussions with City staff. Asset attributes such as diameter, material, age, and other available data will be confirmed and populated in the registry. It is assumed that service laterals will be assigned the same installation date as their connecting pipelines and the City will advise on service lateral material based on diameter.

Task 6.3.2 West Yost Asset Management Model (WAMM) and Condition Assessment

West Yost will configure the WAMM with City pipeline assets and LOF and COF criteria to evaluate risk for each pipeline segment.

Horizontal assets (transmission mains and distribution pipelines) will be assessed based on the WAMM but will require adaptation of the Fracta assessment to assimilate into the legacy risk protocol. West Yost will develop a well-structured risk framework for horizontal assets leveraging LOF and COF scoring from Fracta which will support the risk model. The West Yost team will work closely with the Fracta project manager to interpret the LOF projection and COF dynamic failure scenarios for use in the risk model.

The output of the WAMM evaluation will be a risk rating for each pipeline segment based on the Fracta analysis and the assessment of LOF and COF. Individual pipe ratings will be grouped into pipeline segments to determine rolled up risk ratings to determine if isolated improvements or broader pipeline reaches are warranted.

Task 6.3.3 Pipeline and Service Laterals Rehabilitation and Replacement Plan

Based on the outcome of Task 6.3.2, West Yost will develop a prioritized rehabilitation and replacement plan for pipelines and service laterals. Recommended improvements will be broadly identified based on the risk analysis, and the value of the improvements will be estimated. The prioritized rehabilitation and replacement plan will be scheduled and budgeted for over both a near-term (10-year) and long-term

(2045) planning horizon and will be incorporated into the Draft Condition Assessment Chapter (Chapter 8) and Draft Capital Improvement Program (Chapter 9).

Task 6.4. Prepare Draft Condition Assessment Chapter

West Yost will prepare a draft chapter to summarize the condition assessment approach, as well as the findings and recommendations from the condition assessments of the water treatment plants (performed under Task 4), water storage reservoirs (performed under Task 5), and pipelines. An overall prioritized list of condition assessment recommendations will be developed. Recommendations from the pump station condition assessment, currently being performed by West Yost under a separate contract, will also be incorporated in this chapter.

Task 6 Assumption(s)

- The City's hydraulic model pipelines will be current and can be updated under a separate contract. The existing hydraulic model pipelines are current through late-2020.
- The City will provide information, such as preliminary plans, pump curves, or other hydraulic information, on any planned near-term facilities that should be included in the model (e.g., the Red Top Pump Station replacement).
- West Yost understands general areas of influence of each pump station and storage facility within the system, particularly those serving Zones 1 and 2 (e.g., Cement Hill Reservoir, Paradise Valley Pump Station/Reservoir, Rolling Hills Pump Station/Reservoir). Therefore, one (1) meeting with the City via MS Teams is budgeted for under this task to discuss the most applicable approach to the facility capacity evaluations.
- Hydraulic modeling scenarios identified under this task will be performed under static conditions.
- Hydraulic model scenarios will be developed for the near-term (10-year) and future (2045) demand conditions.
- Draft Chapter 8 will include a summary of the approach, key findings, and recommendations identified during the water treatment plant (Task 4), water storage reservoir (Task 5), pump station (completed under separate contract), and water distribution system pipeline condition assessments.
- City to provide a single, consolidated set of comments on the draft TM and chapters within four (4) weeks of receiving the draft copies.

Task 6 Deliverable(s)

- Draft TM 5 – Condition Assessment: Water Distribution System
- Draft Chapter 6 – Existing Water System Analysis
- Draft Chapter 7 – Future Water System Analysis
- Draft Chapter 8 – Condition Assessments

Task 7. Draft Capital Improvement Program

The objective of this task will be to develop a comprehensive Capital Improvement Program (CIP) road map for the City's water system and summarize the findings and recommendations from the previous tasks.

Task 7.1. Develop Unit Costs

West Yost will develop planning-level unit costs that will be used to estimate costs for the recommended capital improvement projects. Unit costs shall be developed for pipelines, storage facilities, pump stations, water treatment plants, pressure regulating stations, and other improvements, as appropriate. West Yost will also identify appropriate contingency factors (soft costs) needed to generate total project capital costs. Recent bid tabs and relevant projects from other adjacent utilities will be reviewed to develop unit cost and contingency factor estimates.

West Yost will prepare a draft narrative to document the cost estimation methodology. The narrative will be included in the appendix of the WMP.

Task 7.2. Develop Prioritized CIP

West Yost will develop planning-level total project cost estimates for all recommended capital improvement projects identified in Tasks 4 through 6. Costs will be based on the current San Francisco ENR Construction Cost Index. West Yost will develop a CIP that includes prioritized near-term and long-term improvements to address existing deficiencies, renewal and replacement needs, operating reserves, as-needed emergency repairs, and planned improvements to meet future growth.

West Yost will prepare a draft chapter to document the recommended water system CIP.

Task 7 Assumption(s)

- City to provide recent bid tabs.
- Cost estimating will be consistent with the Association for Advancement of Cost Engineering International (AACE International) Class 5 cost estimates
- West Yost will develop a CIP for the near-term (10-year) and long-term (2045) planning horizons.
- City staff will provide guidance on soft cost assumptions, including estimated general add-on costs for environmental review, right-of way acquisition, design, legal, and construction management.
- The City recommends a near-term (10-year) CIP that includes a minimum of \$40 million in reserves to cover: capital projects for the next 10 years (\$40 – \$50 million); operating reserves to cover short-term cash requirements (\$5 million); and as-needed emergency repairs (\$5 million). In addition, the capital improvement program should maintain an annual investment in capital improvement expenditures of at least \$7.5 million dollars.
- City to provide a single, consolidated set of comments on the draft chapter within four (4) weeks of receiving the draft copies.

Task 7 Deliverable(s)

- Cost Estimating Appendix (electronic copy)
- Draft Chapter 9 – Capital Improvement Program (electronic copy)

Task 8. Water Master Plan Report

The objective of this task will be to summarize the findings and recommendations from previous tasks in a single report for the City's future reference.

Task 8.1. Prepare CIP Deliverables

West Yost will prepare near-term (10-year) and long-term CIP recommendations in tabular and visual formats to guide the City in implementing the projects identified and recommended under Task 7. Two

(2) tables will be provided, including a table providing the ranking for all recommended system improvements categorized by risk level, and a table summarizing the near-term CIP for projects identified in Tasks 4 through 6. Three figures will be provided to depict the near-term proposed water treatment plant projects, storage projects, pump station projects, and pipeline projects. West Yost will also provide GIS shapefile(s) that summarize the near-term water system improvements by spatial location, estimated construction cost, and CIP project ID. If requested by the City, West Yost can save the GIS shapefiles as new feature classes within the City's existing potable water utility GIS geodatabase.

Task 8.2. Prepare Draft Water Master Plan Report

To develop the draft WMP, West Yost will make any necessary updates to the individual draft chapters prepared in previous tasks and will compile them into a draft WMP report. An Executive Summary and Introduction chapter will be developed for the draft WMP Report. After submittal of the draft WMP Report, West Yost will attend a review meeting with City staff to receive comments.

Task 8.3. Prepare Final Water Master Plan Report

West Yost will prepare the screen-check final report, incorporating comments from City review of the draft WMP Report in track changes. Once City approval is received, West Yost will produce the final WMP Report, including 5 bound hard copies.

Task 8 Assumption(s)

- Report will include an Executive Summary and Introduction chapter, which will be prepared under this task.
- Estimated construction costs provided with the GIS shapefiles will be based on the current San Francisco ENR Construction Cost Index, as presented in the WMP.
- City to provide a single, consolidated set of comments on the draft report within four (4) weeks of receiving the draft copies.
- Electronic deliverables associated with Task 8 will be submitted on a USB flash drive

Task 8 Deliverable(s)

- Table ranking recommended system improvements, categorized by risk (Microsoft Excel format)
- Ten (10) year CIP table listing the assets identified in Tasks 4 through 6 (Microsoft Excel format)
- Figure (11" x 17") depicting the 10-year infrastructure replacement plan for proposed water treatment plant projects (electronic copy)
- Figure (11" x 17") depicting the 10-year infrastructure replacement plan for proposed water storage projects (electronic copy)
- Figure (11" x 17") depicting the 10-year infrastructure replacement plan for proposed water distribution projects (electronic copy)
- GIS shapefile(s) depicting the 10-year infrastructure replacement plans and spatial location for proposed water projects (electronic copy)
- Draft WMP Report (4 bound, 1 unbound hard copies)
- Final WMP Report (1 fully editable electronic copy, 5 bound hard copies)

Task 9. Water Cost of Service Rate Study (Bartle Wells Associates)

The objective of this task is to develop a fair and reasonable rate structure over a five-year period that meets the City's minimum revenue requirements associated with operations and maintenance, as well as meeting future CIP needs.

Task 9.1. Review of Current and Historical Information

West Yost will review the City's budget documents, financial plans, comprehensive annual financial reports, et al., in order to review key background and historical information that includes but is not limited to those identified in Task 3, as well as any bond covenants, contractual (Solano County Water Agency, Solano Irrigation District, City of Vallejo, Canon Station, Pacific Flyway, et al.) and other operational requirements. West Yost will also review historical revenues, operating expenses, debt service requirements, reserve policies (i.e., working capital and renewal and replacement), billing and collection procedures, approved rates and charges, customer information and consumption data. West Yost will prepare and submit a data request list to the City to initiate this task.

Task 9.2. Cost of Service Analysis and Rate Design

West Yost will perform the following analyses (and consistent with that proposed in the RFP):

1. **Analysis of Existing Conditions:** the analysis of existing conditions shall appraise the adequacy of the City's current water enterprise financial position but consider the infrastructure investments identified in the newly composed WMP. The analysis shall also evaluate the level of service that the City provides and any corrective actions, if needed.
2. **Cost of Service Analysis and Rate Design:** the analysis shall include the following alternatives:
 - a. **The "Do-Nothing" Option:** an analysis that examines operating results over the next ten years if the City elected not to raise rates, which shall include the extent to which projected revenues meet projected operating and capital needs including bond covenants, debt service, reserve levels, et al. (the "do nothing" option). This option is intended to review the adequacy of existing rates to meet cost of service over the next ten years and shall incorporate those capital improvements identified in the WMP. Additionally, this alternative shall consider reduced water sales due to conservation and the potential for protracted growth in residential development.
 - b. **The "More of the Same" Option:** an analysis that examines operating results over the next ten years if the City were to consider replicating the previous approved rate increase. The analysis will include the extent to which projected revenues meet projected operating and capital needs including bond covenants, debt service, reserve levels, et al. This option shall also include any corrective recommendations (if needed) as well as those capital improvements identified in the WMP. Additionally, this alternative will consider reduced water sales due to conservation and the potential for protracted growth in residential development.
 - c. **Other Alternatives:** an analysis of alternative rate structures, such as a Water Budget Based Rates rate structure and/or connection fees for new development. Prior to performing this analysis, West Yost will work with the City to establish a reasonable number of alternatives to consider based on intended outcomes.
3. **Sensitivity Analysis:** for each rate scenario, sensitivity of the projected results for each option will be considered in its ability to meet operational needs and capital improvements outlined in the WMP. The sensitivity analysis will include consideration of any potential cuts to service affecting service levels, reliability, water quality, and/or consumer confidence.

Task 9.3. Cost of Service Rate Study Report

West Yost will prepare a Cost of Service Rate Study Report based on the City's proposed outline with each section providing a summary of the findings and recommendations from analyses performed under Task 9.2.

1. Executive Summary
2. Analysis of Existing Conditions
3. Cost of Service Analysis and Rate Design
4. Sensitivity Analysis
5. Customer Perspective (i.e., preparation of typical bill comparisons for the recommended option and rate structure for each of the City's customer classes as compared to the typical bill for the current rate schedules as a baseline.)

The West Yost team will assist the City with preparing for and completing the Proposition 218 process. The West Yost team will attend up to two meetings with the City's Executive Management Team, two meetings with the City Council, and two public workshops.

Task 9 Assumption(s)

- The City will provide historical and current documentation in electronic format.
- The City will approve up to three alternative rate scenarios for further evaluation and inclusion in the Study Report.
- The City shall review and respond with comments on the Draft Study Report within four weeks of receiving the draft study.
- The City will then host a meeting to discuss all comments upon completion of the City's review.

Task 9 Deliverable(s)

- Draft Water Cost of Service Rate Study Report (four bound and one unbound copy)
- Final Water Cost of Service Rate Study Report (five bound copies and one electronic file in Microsoft Word)

Task 10. Hydraulic Model Update - Optional

The last hydraulic model calibration and verification of water system operations was performed in 2017, prior to the completion of the Crosstown Pipeline. West Yost can perform an update and/or recalibration of operations to the hydraulic model, if requested by the City. Scope items can be developed in consultation with the City. Examples of possible model update scope items are included below.

- Prepare updated diurnal demand patterns for the City's six main pressure zones to better reflect recent water use patterns with conservation. Existing diurnal demand patterns in the hydraulic model are based on 2013 maximum day demand, 2014 minimum day demand, and 2017 summer (model calibration) day demand.
- Recalibrate system operations using a 24-hour extended period simulation (EPS) scenario for a more recent summer day demand condition. Recalibration efforts could include:
 - Prepare a hydrant pressure recorder (HPR) placement memorandum.
 - Place HPRs to collect supplemental pressure data.
 - Verify that the model results generally mimic the filling and emptying of selected reservoirs, the on/off cycled of selected pump stations, and the pressures at selected areas throughout the City's service area generally simulate the observed trends during a 24-hour period.
- Validate system operations against the recalibrated model results using historical SCADA data for recent (2020 through 2022) demand conditions. Examples of desired demand conditions to verify for future modeling analyses could include:
 - Maximum Day Demand

- Minimum Day Demand
- Average Day Demand

Due to schedule constraints, the hydraulic model update will be performed upon completion of the WMP. A proposed fee will be developed only after the City requests additional model calibration to be performed.

Task 10 Assumption(s)

- A routine hydraulic model update will be performed under West Yost's current GIS and modeling on-call contract with the City and will include a reallocation of existing model demands, the addition of pipeline projects completed since 2020, and the addition or abandonment of any facilities since 2020.
- Additional assumptions and a proposed fee will be provided if optional scope items are selected under this task.

Task 10 Deliverable(s)

- To be developed in consultation with the City.

Project Schedule: City of Fairfield Water Utility Master Plan and Rates Study (Revised 11/9/2022)

Task	2023												2024			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Task 1. Project Management																
1.1 Kickoff Meeting																
1.2 Biweekly Progress Meetings																
1.3 Monthly Budget Status Reports																
1.4 Attend City Council Meetings																
Task 2. Review of Land Use and Previous Master Planning Documents																
2.1 Review of Background Information																
2.2 Prepare Existing System Chapter																
2.3 Refine Water Demand Projection																
2.4 Update Water Demand Peaking Factors																
Task 3. Water Regulatory and Policy Review																
3.1 Conduct Water Regulatory Review																
3.2 Review City's Municipal Code (Chapter 2)																
3.3 Prepare Water Regulatory and Policy Review Chapter																
3.4 Develop Water System Evaluation Criteria																
3.5 Meet with Fire Department																
3.6 Prepare Draft Water System Evaluation Criteria Chapter																
Task 4. Condition Assessment - Water Treatment Plants																
4.1 WTP Condition Assessments																
4.2 Plant Expansion Alternatives Evaluation																
4.3 Hydraulic Capacity Evaluations																
4.4 Develop Water Treatment Plant Improvement Recommendations																
4.5 Prepare Draft TM 2																
4.6 Prepare Draft TM 3																
Task 5. Condition Assessment - Water Storage Reservoirs																
5.1 Review Background Data																
5.2 Reservoir Condition Assessments																
5.3 Evaluate Additional Water Storage Needs - See Tasks 6.1, 6.2																
5.4 Evaluate Condition Assessments and Develop Recommended Improvements																
5.5 Prepare Draft TM 4																
Task 6. Condition Assessment - Water Distribution System																
6.1 Water System Capacity & Performance Evaluation - Existing																
6.2 Prepare Draft Existing Water System Analysis Chapter																
6.3 Water System Capacity & Performance Evaluation - Future																
6.4 Prepare Draft Future Water System Analysis Chapter																
6.5 Condition Assessment - Water Distribution System																
6.6 Develop Asset Registry																
6.7 WAMI and Condition Assessment																
6.8 Pipeline and Service Laterals R&E Plan																
6.9 Prepare Draft TM 5																
6.10 Prepare Draft Condition Assessment Chapter																
Task 7. Draft Capital Improvement Program																
7.1 Develop Unit Costs																
7.2 Develop Prioritized CP																
7.3 Prepare Draft CP Chapter																
Task 8. Water Master Plan Report																
8.1 Prepare CIP Deliverables																
8.2 Prepare Draft Water Master Plan Report																
8.3 Prepare Final Water Master Plan Report																
Task 9. Water Cost of Service Rate Study (Bards Weis)																
9.1 Analysis of Existing Conditions																
9.2 Cost of Service and Rate Design Evaluation																
9.3 Cost of Service Rate Study Report																

West Yost Task | City Review | Workshop | Conference Call | Meeting | Deliverable

WEST YOST

EXHIBIT "B"

PAYMENT

- 1) The total contract price for services rendered by CONSULTANT under this Agreement shall be for a not to exceed amount of one million dollars (\$1,000,000).
- 2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the Public Works Department, Attention: Michael Hether, for the same.
- 3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the Public Works Department, Attention: Michael Hether.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary in a manner consistent with the Standard of Performance.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work

Revised 6/1/2022

performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY and its elected officials, officers, agents, employees and designated volunteers (collectively "CITY Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY Indemnitees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY Indemnitees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County.

Revised 6/1/2022

The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

1) **MINIMUM SCOPE AND LIMITS OF INSURANCE**

a) Commercial General Liability coverage (occurrence Form CG 00 01 or equivalent) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 or equivalent with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per employee per accident for bodily injury or disease.

2) **INDUSTRY SPECIFIC COVERAGES**

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per claim and aggregate.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) **INSURANCE PROVISIONS**

a) **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the carrier, except after thirty (30) days' prior written notice by mail, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to CITY approval; and submitted electronically through the Exigis insurance system to: certificates-fairfield@riskworks.com. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

d) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

Certificate Of Completion

Envelope Id: B63D041F7BA74B8EA02A54610F5CAE4D

Status: Completed

Subject: Complete with DocuSign: Professional Services and None-Disclosure Agreements (City of Fairfield)

Source Envelope:

Document Pages: 31

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lydia Park

AutoNav: Enabled

1000 Webster Street

Envelope Stamping: Enabled

Community Development - Building Services

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Fairfield, CA 94533

lpark@fairfield.ca.gov

IP Address: 64.162.152.2

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Holder: Lydia Park

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Storage Appliance Status: Connected

Pool: City of Fairfield

Signer Events

Signature

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Charles Duncan

cduncan@westyost.com

President & CEO

Security Level: Email, Account Authentication (None)

DocuSigned by:
Charles Duncan
F8B8EAD7A8CD5419...

Sent: 11/15/2022 4:38:50 PM
Viewed: 11/17/2022 9:16:41 AM
Signed: 11/17/2022 9:18:11 AM

Signature Adoption: Pre-selected Style
Using IP Address: 50.228.242.114
Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 11/17/2022 9:16:41 AM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Amy Kwong

akwong@westyost.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Nigel Browne

nbrowne@fairfield.ca.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Viewed: 11/17/2022 9:19:45 AM

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/15/2022 4:38:50 PM
Certified Delivered	Security Checked	11/17/2022 9:16:41 AM
Signing Complete	Security Checked	11/17/2022 9:18:11 AM
Completed	Security Checked	11/17/2022 9:18:13 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jberty@fairfield.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Fairfield as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Fairfield during the course of your relationship with City of Fairfield.

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Fairfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fairfield:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jbertany@fairfield.ca.gov

To advise City of Fairfield of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbertany@fairfield.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Fairfield

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbertany@fairfield.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Fairfield

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

NON-DISCLOSURE AGREEMENT

Regarding the City of Fairfield's Sensitive Proprietary Infrastructure Information

This Non-Disclosure Agreement ("Agreement"), is entered into this 8th day of December 2022 ("Effective Date"), by and between the City of Fairfield, ("City"), a municipal corporation of the State of California, and West Yost Associates, ("Recipient"). For purposes of this Agreement, City and Recipient may be referred to jointly in this Agreement as "Parties" Recipient's name, address, and state of incorporation (if applicable), are as follows (please print):

West Yost Associates, 2020 Research Park Drive, Suite 100, Davis, California, 95618,

WHEREAS, the City, acting through the Information Technology Department, will disclose certain Confidential Information to Recipient based on work with the City, relating to the City's network configuration and infrastructure; and

WHEREAS, Recipient must have access to such information in order to configure hardware, software, application or network services; and

WHEREAS, in order to release Confidential Information to Recipient, the City requires Recipient to enter into this Agreement through its authorized representative and return it to the City as a pre-condition of receiving materials that contain Confidential Information;

NOW THEREFORE, in consideration of the above recitals and the mutual promises of the parties herein contained, it is agreed by and between the parties as follows:

1. "Confidential Information" as used in this Agreement shall include, but is not limited to, any and all technical and non-technical information, data, documents, records, and materials provided by or on behalf of the City to the Recipient, including without limitation patent, trade secret, proprietary, and systems security-related information and information related to the current, future and proposed services of the City, in any form or medium including written, electronic, or oral. Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. Confidential Information also includes any information ordered confidential pursuant to any local, state, or Federal law, or ordered confidential by any Court of competent jurisdiction. Confidential Information shall not include public records subject to disclosure under the California Public Records Act, Government code section 6250 et seq.

2. The Recipient agrees that it will not make use of, disseminate, or in any way disclose the City's Confidential Information to any person, firm or business, except as necessary for the Recipient to work with the City Information and Technology Department, and any purpose the City has authorized or hereafter authorizes in writing. The Recipient agrees that it shall disclose Confidential Information only to those directors, officers, employees, agents, affiliates, advisors, representatives, or consultants who need to know such information for purposes of fulfilling Recipient's obligations to the City, and who have previously agreed, either as a condition to employment or service to be bound by terms and conditions of this Agreement.

3. The Recipient agrees to hold all Confidential Information of the City in the strictest confidence and treat it with the same degree of care as it accords to its own Confidential Information, and

the Recipient represents and warrants that it exercises reasonable care to protect its own Confidential Information. Recipient shall not share or disclose any Confidential Information to any third party or cause such Confidential Information to become accessible to the public without written consent from the I.T. Director of the City.

4. This Agreement shall not apply to any of the following information: (a) Information that was in the public domain at the time it was communicated to the Recipient by the City; (b) Information that entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) Information that was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the City (as shown by the Recipient's files and records as of the time of disclosure); (d) Information that was rightfully communicated to the Recipient by a third party free of any obligation of confidence subsequent to the time that it was communicated to the Recipient by the City; (e) Information that was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the City; or (f) Information provided to Recipient in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement (provided that the Recipient has provided the City with a reasonable opportunity to seek protective legal treatment for such Confidential Information). In any administrative or judicial proceeding where the City seeks enforcement of this Agreement, the Recipient shall bear the burden of proving any parts of this paragraph apply as a defense to the disclosure of Confidential Information.

5. All Confidential Information furnished to the Recipient by the City shall remain the property of the City and shall be returned promptly upon request, together with any copies thereof, or destroyed with the consent of the City.

6. The Recipient shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of the City.

7. Recipient's obligations under this Agreement shall survive the termination of any other contractual agreement between the parties.

8. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California. The sole jurisdiction and venue for any dispute arising under this Agreement shall be the Solano County Superior Court of California or the United States District Court, Eastern District of California, and each party to this Agreement hereby submits to such jurisdiction and venue.

9. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

10. The Recipient acknowledges and agrees that irreparable injury may result to the City if the Recipient breaches the provisions of this Agreement and that damages may be an inadequate remedy in respect of such breach. The Recipient agrees in advance that, in the event of such breach, the City shall be entitled to the granting of injunctive relief in the City's favor, in addition to such other remedies, damages and relief as may be available under applicable law.

11. This Agreement shall not be construed in any manner to be an obligation to enter into further contract or to reimburse the cost of any effort expended by Recipient.

12. This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. In the event of a dispute or a claim by a party to enforce its rights under this Agreement, the non-prevailing party shall be entitled to reasonable legal fees. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees.

13. If any part of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

14. The Parties may sign this Agreement in counterpart, and each individually signed Agreement when combined shall constitute one Agreement.

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

RECIPIENT:
DocuSigned by:

By: Charles Duncan
F89EA07A8CD5419...

Name: Charles Duncan

Title: President & CEO

Date: 11/17/2022

CITY OF FAIRFIELD:

By:  *mg*

Name: David Gassaway

Title: Interim City Manager

Date: DECEMBER 8, 2022

Certificate Of Completion

Envelope Id: B63D041F7BA74B8EA02A54610F5CAE4D	Status: Completed
Subject: Complete with DocuSign: Professional Services and None-Disclosure Agreements (City of Fairfield)	
Source Envelope:	
Document Pages: 31	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lydia Park
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1000 Webster Street
	Community Development - Building Services
	Fairfield, CA 94533
	lpark@fairfield.ca.gov
	IP Address: 64.162.152.2

Record Tracking

Status: Original 11/15/2022 4:32:06 PM	Holder: Lydia Park lpark@fairfield.ca.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Fairfield	Location: DocuSign

Signer Events

Charles Duncan
cduncan@westyost.com
President & CEO
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Charles Duncan
F89EA07A8C05419...
Signature Adoption: Pre-selected Style
Using IP Address: 50.228.242.114
Signed using mobile

Timestamp

Sent: 11/15/2022 4:38:50 PM
Viewed: 11/17/2022 9:16:41 AM
Signed: 11/17/2022 9:18:11 AM

Electronic Record and Signature Disclosure:
Accepted: 11/17/2022 9:16:41 AM
ID: eb42e330-2aae-4e41-a552-e5b791a173c7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Amy Kwong akwong@westyost.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/15/2022 4:38:50 PM Viewed: 11/15/2022 5:30:49 PM
Nigel Browne nbrowne@fairfield.ca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/17/2022 9:18:13 AM Viewed: 11/17/2022 9:19:45 AM
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events		
	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/15/2022 4:38:50 PM
Certified Delivered	Security Checked	11/17/2022 9:16:41 AM
Signing Complete	Security Checked	11/17/2022 9:18:11 AM
Completed	Security Checked	11/17/2022 9:18:13 AM
Payment Events		
	Status	Timestamps
Electronic Record and Signature Disclosure		

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jberty@fairfield.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
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Withdrawing your consent

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Consequences of changing your mind

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fairfield:

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