

**AGREEMENT FOR PROFESSIONAL SERVICES FOR PREPARATION OF THE  
GROUNDWATER SUSTAINABILITY PLAN 2027 PERIODIC EVALUATION REPORT  
FOR BIG VALLEY SUBBASIN**

This Agreement is made and entered into by and between the Lake County Watershed Protection District, hereinafter referred to as "DISTRICT" and Luhdorff and Scalmanini Consulting Engineers, hereinafter referred to as "CONSULTANT", collectively referred to as "PARTIES"

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the DISTRICT the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibits A, B and C, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on the signed date of this Agreement and shall terminate on April 1, 2027 unless earlier terminated as hereinafter provided. In the event DISTRICT desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. **COMPENSATION.** CONSULTANT has been selected by DISTRICT to provide the services described hereunder in Exhibit "A" (Proposed Scope of Services/Work). Compensation to CONSULTANT shall not exceed one hundred thirty-nine thousand eight hundred twenty dollars (\$139,820.00).

The DISTRICT shall compensate CONSULTANT for services rendered, in accordance with the provisions set forth in Exhibit "B" (Fiscal Provisions), attached hereto, provided that CONSULTANT is not in default under any provisions of this agreement.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by DISTRICT upon thirty (30) days written notice to CONSULTANT.

Upon termination, CONSULTANT shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of CONSULTANT and DISTRICT executed by Water Resources Director.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

Lake County Watershed Protection District  
255 North Forbes Street, Lakeport, CA 95453  
Attn: Pawan Upadhyay, Water Resources Director

Luhdorff & Scalmanini Consulting Engineers  
500 First Street, Woodland, CA 95695  
Attn: Eddy Teasdale, Principal Hydrogeologist

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A - Scope of Work & Timeline

Exhibit B - Fiscal Provisions

Exhibit C - Compliance Provisions

8. **TERMS AND CONDITIONS.** CONSULTANT warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the PARTIES.

LAKE COUNTY  
WATERSHED PROTECTION DISTRICT

CONSULTANT  
LUHDORFF & SCALMANINI

\_\_\_\_\_  
Pawan Uphadyay, PhD  
Water Resources Director

Scott Lewis  
Scott Lewis, PG  
Senior Principal Geologist  
President

APPROVED AS TO FORM:  
Lloyd Guintivano  
County Counsel

By: \_\_\_\_\_  
Date: 6/21/2026

## **Exhibit A - Scope of Work and Timeline**

**LSCE Proposal – March 19, 2026**



March 19, 2026

File No. 26-1-038

Todd Abbott  
Lake County Water Resources Program Coordinator  
County of Lake  
255 N. Forbes Street  
Lakeport, CA 95453

**SUBJECT:        Scope of Work for Preparation of a Periodic Evaluation of the Groundwater Sustainability Plan for the Big Valley Groundwater Basin**

Dear Mr. Abbott:

Luhdorff & Scalmanini, Consulting Engineers (LSCE) is pleased to provide the Big Valley Groundwater Sustainability Agency (BVGSA) with a scope of work to prepare the Periodic Evaluation (PE) on the Groundwater Sustainability Plan (GSP) for the Big Valley Groundwater Basin (Big Valley Basin or Basin). LSCE prepared and submitted the GSP to the California Department of Water Resources (DWR) in January 2022 as a requirement of the Sustainable Groundwater Management Act (SGMA). As part of ongoing compliance with SMGA, every five years, a PE is to be prepared to update the DWR on the status of the GSP, overall compliance, and sustainability of the Big Valley Basin. This represents the first PE for the Big Valley Basin.

## **BACKGROUND**

As you recall, the purpose of the GSP is to verify and maintain sustainable groundwater management in the Big Valley Basin by meeting the regulatory requirements of SGMA (Section (§) 10720 - 10737.8 of the California Water Code (CWC)). As the Big Valley Basin was not identified as being critically over-drafted, the GSP was due to the DWR on January 31, 2022, which was successfully completed and submitted by LSCE. DWR approved the GSP in a letter dated April 27, 2023, stating the sustainability goal for the basin could be achieved, provided the Projects and Management Actions (PMAs) listed in the GSP were implemented in addition to several other corrective actions that DWR included in their April 27, 2023, letter. The PE is the document used to evaluate the status of all recommendations, including those from both the GSP/PMAs and DWR.

There are several levels of PMAs listed in the GSP: Tier 1A (implemented by GSA to reach sustainability), Tier 1B (implemented by GSA to the extent necessary in order to comply with SGMA and support GSA operations/management of the basin), Tier 2 (implemented by GSA or stakeholder if resources are available), and Tier 3 (implemented by stakeholder which is outside of the SGMA scope). Refer to the GSP for a detailed description of the various tiers of PMAs for this basin. As the Big Valley Basin is currently managed sustainably, the only PMAs to be considered are the Tier 1B PMAs, although the other tiers of PMAs are continually reviewed, implemented where possible, and updated in the Annual Reports. Listed below are the Tier 1B PMAs, followed by the recommended corrective actions from DWR.

The Tier 1B PMAs include the following:

1. Expand well monitoring network and data collection.
2. Improve understanding of relationships between surface water and groundwater.
3. Conduct RMS well baseline water quality survey.
4. Update and refine the Big Valley Integrated hydrologic model.
5. Develop a domestic well management program.
6. Create a permanent Big Valley GSA website.
7. Conduct public outreach consistent with the Communication and Engagement Plan.

DWR's Recommended Corrective Actions, as described in their April 2023 letter, are summarized below.

1. Address data gaps in the uplands area of the basin and update the groundwater conditions for this area.
2. Address the established sustainable management criteria (SMC) for the chronic lowering of groundwater levels in the basin. Details should include revising the SMC to be set to the seasonal low groundwater levels and not the high groundwater levels, how the current groundwater management impacts uses and users of the groundwater (include agriculture, municipal wells and dependent ecosystems), and evaluate the relationship between the established minimum thresholds and if this level is sufficient to avoid undesirable results for end uses and users.
3. Address why total dissolved solids (TDS) should be the only constituent used to evaluate degradation of water quality. DWR is suggesting monitoring for other constituents of potential concern and how all these constituents can be used to evaluate if the current groundwater management is resulting in degraded water quality.
4. Address the relationship between stream depletion due to ongoing and basin-wide pumping. DWR is in the process of finalizing guidance on methods to evaluate the rate, timing, and volume of depletions from interconnected surface water, and on support for establishing SMC for the basin. DWR asked the BVGSA to establish a monitoring network capable of providing sufficient data to study this relationship.
5. Evaluate if the monitoring network is sufficient for implementing the GSP.

## RECENT AND PROPOSED WORK

As part of ongoing efforts to improve basin characterization, in 2025, DWR installed two multi-completion monitoring wells near Kelsey Creek and Adobe Creek. At the Kelsey Creek site, two monitoring zones were constructed: a shallow screen interval from 40 to 60 feet below ground surface (BGS), and a deep screen interval from 160 to 200 feet BGS. At the Adobe Creek site, three monitoring zones were constructed: a shallow screen interval from 40 to 50 feet BGS, an intermediate screen interval from 130 to 150 feet BGS, and a deep screen interval from 320 to 340 feet BGS. The Kelsey Creek well has been equipped with telemetered dataloggers to support continuous water level monitoring, while instrumentation at the Adobe Creek site is pending due to artesian conditions encountered in the deepest zone.

These multi-depth monitoring wells will help evaluate impacts on surface water supplies with ongoing groundwater extraction, which are part of the Tier 1B PMAs (1, 2, and 4) and DWR's recommended corrective actions (4 and 5). LSCE will incorporate this data into the Big Valley Integrated Hydrologic Model (BVIHM) to assess whether these two new multilevel wells are sufficient to evaluate the surface water groundwater interaction, or if other multilevel monitoring wells should be installed, and where there are data gaps within the basin. Labor to perform this modeling assessment will be included in this scope of work. If an additional multi-level monitoring well is needed to better understand this interaction, the location and screen intervals will be identified.

Evaluating the surface water to groundwater interaction is one of the most important data gaps the BVGSA needs to understand to continue to manage the groundwater basin in a sustainable manner, and it should be considered a long-term goal for the basin. As LSCE sees this data gap as the most important data gap to fund, costs have been included in this scope of work. Evaluating the other Tier 1B PMAs and DWR's other recommended corrective actions can be further assessed as part of the PE evaluation.

The SOW presented below will outline the steps LSCE plans to implement to prepare the PE report, which is due to DWR on January 31, 2027.

## **SCOPE OF SERVICES**

### **Task 1: PE Planning**

This task will summarize new information collected during GSP implementation and determine whether it warrants changes to the 2022 GSP (i.e., preparation of an Amended GSP) and the GSP PE, or if the submittal to DWR will only include the GSP PE.

### **Task 2: Groundwater Conditions Relative to SMCs**

This task will evaluate GSP performance relative to the adopted Sustainable Management Criteria (SMC) for each applicable sustainability indicator in accordance with SGMA regulations and DWR guidance. The evaluation will compare observed groundwater levels, groundwater quality data, subsidence information, and interconnected surface water indicators to established minimum thresholds, measurable objectives, and adopted interim milestones.

Emphasis will be placed on seasonal low groundwater levels to ensure potential impacts to beneficial uses and users—including agricultural wells, municipal supply wells, domestic users, and groundwater-dependent ecosystems—are fully considered. Observed hydrologic conditions during the evaluation period will be compared to the assumptions used when establishing interim milestones to determine whether progress toward sustainability goals remains on track.

Groundwater quality performance will be evaluated using Total Dissolved Solids (TDS) and other relevant constituents, with expanded technical justification for the protectiveness of adopted criteria and their relationship to beneficial uses. The task will also clearly describe the relationship between groundwater level minimum thresholds and avoidance of undesirable results for other sustainability indicators to demonstrate internal consistency within the sustainability framework.

### **Task 3: Status of PMAs and DWRs Corrective Actions**

This task will describe the status of the Tier IB PMAs, the recommended corrective actions from DWR, significant new information for the basin, and whether hydrologic changes (drought or other circumstances) have affected PMAs and their implementation. The team will describe anticipated PMAs over the next five-year cycle, including quantified and accrued benefits to date, anticipated benefits, methods for tracking and administering PMAs, interactions with PMA proponents and others, and engagement with the public and stakeholders. The team will describe how PMAs will help achieve sustainability in relation to measurable objectives for SMCs (especially for interconnected surface water). The team will describe progress and the potential timeline for PMAs, as well as for initial and/or further PMA implementation.

### **Task 4: Basin Setting Update**

This task will evaluate current basin conditions and reassess the hydrogeologic conceptual model using data compiled in the Water Year 2025 Annual Report and support datasets developed since GSP adoption. LSCE will summarize groundwater elevation trends, changes in groundwater storage, and key components of the basin water budget, with reliance on outputs from the BVIHM. Findings indicating recent groundwater storage gains and generally balanced long-term conditions will be documented, along with any spatial or temporal variability relevant to sustainability indicators.

The evaluation will also assess whether the new monitoring data from the recent multilevel monitoring warrant updates or clarifications to the basin setting or conceptual understanding presented in the GSP. Consistent with DWR's Recommended Corrective Action regarding data gaps, the consultant will identify areas of limited data density—particularly in upland portions of the basin—and discuss how these limitations affect interpretation of basin conditions. The model will also be used to evaluate whether additional multilevel monitoring wells should be installed along the two creeks to further evaluate the impacts on surface water resulting from groundwater extraction.

This task will focus on documenting whether the existing conceptual model remains appropriate for decision-making and sustainability evaluation. It will also be used to assess the location of a new monitoring well.

### **Task 5: Monitoring Network Assessment**

This task will assess and describe the sufficiency of monitoring networks relative to each SMC (e.g., representative coverage, monitoring density, frequency, effectiveness for assessing PMA effectiveness [latter includes MT exceedances, spatial and temporal variability of conditions, adverse impacts to beneficial uses and users, effects on adjacent basin]); this assessment is intended to be complementary to and not redundant with the GSP. The team will summarize monitoring network assessment findings, report on the installation of the two new multi-level monitoring wells, incorporate stream gages, and identify any additional needs for network improvements. The team will describe the data gaps and the steps planned to address them.

Assuming one multilevel monitoring well will be needed to assess impacts to surface water from groundwater pumping, costs to install that monitoring well have been included under Task 5a. **Figure 1** provides a location for the proposed new monitoring well, based solely on data gaps within the subbasin. The BVIHM will be used to confirm the proposed monitoring well location and/or suggest an alternative location.

## **Task 6 – PE Report Preparation, Governance Documentation, and DWR Submittal Support**

Under this task, LSCE will prepare a comprehensive PE report structured in accordance with 23 CCR §356.4 and DWR’s Periodic Evaluation guidance. The report will integrate findings from all prior tasks and will document:

- Basin conditions and hydrogeologic understanding.
- Progress towards sustainability goals.
- Performance relative to minimum thresholds, measurable objectives, and interim milestones.
- Monitoring network adequacy.
- Implementation status and effectiveness of Projects and Management Actions.

The Periodic Evaluation will explicitly address each of DWR’s recommended corrective actions and document how the GSA has responded through data improvements, monitoring refinements, and adaptive management.

A dedicated section will summarize governance and implementation status since GSP adoption, including any changes to GSA structure, authorities exercised, coordination with local agencies, stakeholder engagement efforts, and enforcement actions, if applicable.

Consistent with SGMA requirements, the report will conclude with a formal determination regarding whether a GSP Amendment is warranted based on evaluation findings. Required compliance updates will be clearly distinguished from potential future refinements to preserve flexibility for the GSA.

LSCE will support internal GSA review and assist with electronic submittal through DWR’s SGMA Portal, including preparation of responses to clarifying questions if requested.

### **Task 6 Assumptions:**

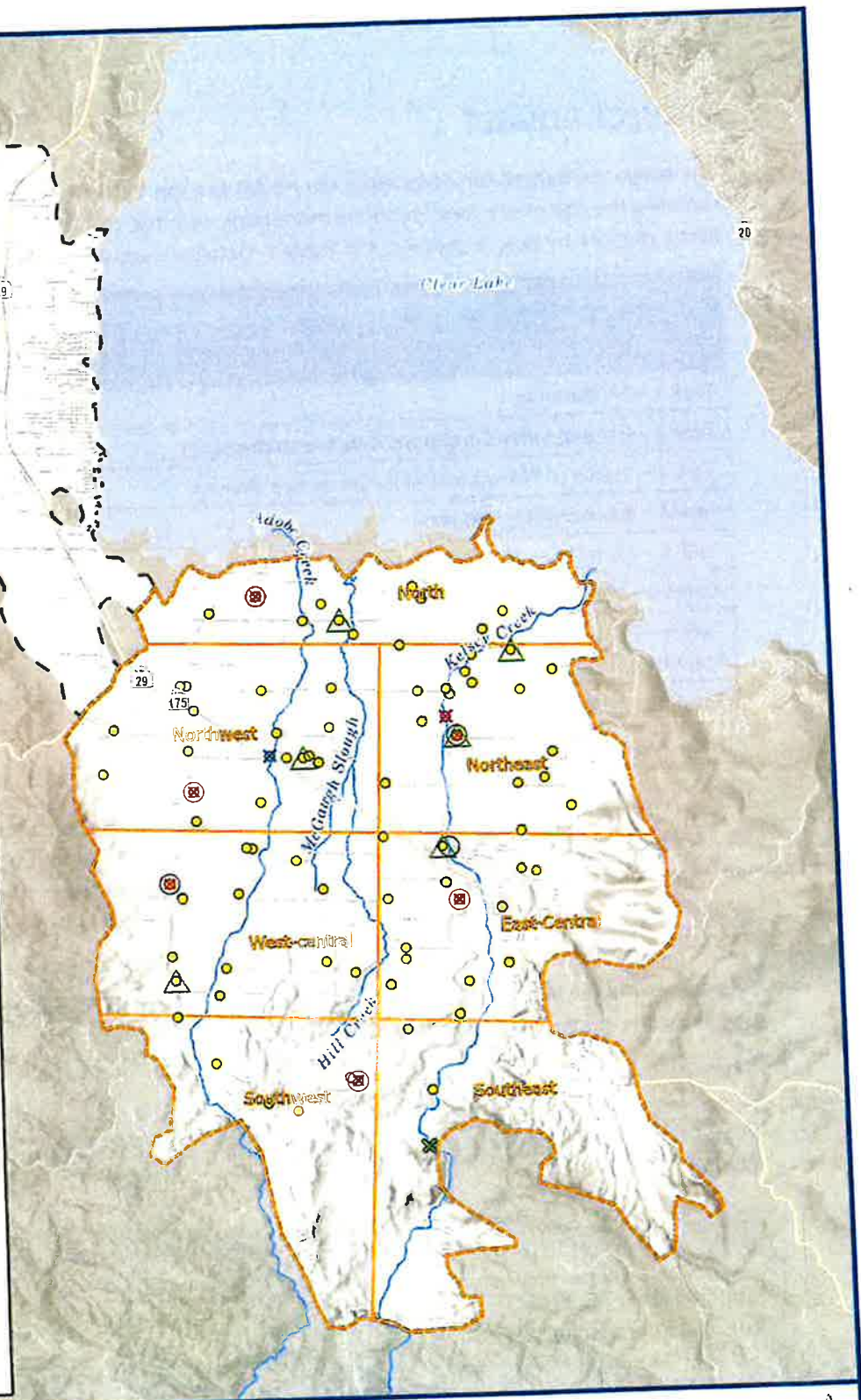
- One round of GSA review comments is included.
- GSA review comments are consolidated and provided in a timely manner.

### **Task 6 Deliverables:**

- A draft report will be provided for GSA review, followed by preparation of a final report suitable for submittal to DWR.
- The final PE is due to DWR by January 31, 2027.

**Explanation**

- × Representative Groundwater Level and Land Subsidence Monitoring Network
- Groundwater Monitoring Network Wells
- Representative Groundwater Quality Monitoring Network
- △ Representative Wells for ISW
- DWR Multi-Completion Well
- × 13N09W03Q004M - Work Ended 5/22/2024
- × 13N09W08A003M - Work Ended 9/3/2024
- ✕ Proposed Multi-Completion Well
- RMS Grid
- Big Valley Subbasin
- Scotts Valley Groundwater Basin



**Data Sources:**  
 DWR 2021 - Basin Boundaries, NCCAG  
 Groundwater Elevation Data – DWR and LCWRD

**Big Valley Groundwater Sustainability Plan - Well Site Map**

P:\Lake County Watershed Protection District\Big Valley GSP Annual Report 2025\MonitorWellMap.aprx



## PROJECT BUDGET

The proposed budget for developing the PE for the Big Valley Subbasin is estimated to be \$408,224, including the cost of one new multilevel monitoring well. The cost for the PE alone is \$139,820. A summary of the charges, by task, is presented in **Table 1**. Detailed costs are included in **Attachment 1**.

Table 1. Estimated Project Budget	
Tasks	Estimated Budget
Task 1 – PE Planning	\$4,973
Task 2 – Groundwater Conditions Relative to the SMCs	\$12,677
Task 3 – Status of PMAs and DWRs Corrective Actions	\$13,070
Task 4 – Basin Setting Updates	\$53,492
Task 5 – Monitoring Network Assessment	\$8,566
Task 5a – Well Installation	\$268,404
Task 6 – PE Report Preparation, Governance Documentation, and DWR Submittal Support	\$47,042
<b>Total Project Budget</b>	<b>\$408,224</b>
<b>Total Project Budget (excluding Task 5a)</b>	<b>\$139,820</b>

LSCE will bill monthly for labor and materials, only as incurred, in accordance with LSCE's current Schedule of Fees for Engineering and Field services (**Attachment 2**). In the event LSCE is required to be involved in activities that deviate from the scope, LSCE will provide notification of any potential changes in the estimated budget for the proposed grant funding services, including changes to funding application requirements.

We appreciate the opportunity to continue providing professional support services to the BVGSA. Should you have any questions, please do not hesitate to contact me.

Sincerely,

LUHDORFF AND SCALMANINI  
CONSULTING ENGINEERS



Eddy Teasdale, PG, CHG  
Principal Hydrogeologist

Attachment(s):

- Attachment 1: Detailed Cost Estimate
- Attachment 2: 2026 LSCE Fee Schedule

**Attachment 1**  
**Detailed Cost Estimate**

Client County of Lake  
 Project 26-038  
 Est. By ET, PK, MMG  
 Date 2/19/2026

## Cost Estimate for GSP Periodic Evaluation for Big Valley Subbasin



Task	Description	Principal Professional		Senior Professional		Project Professional		Staff Professional - Prevailing Wage		Clerical		Direct Expenses		Drilling Contractor		Summary
		Teasdale	Newcomb/Morkin-Garcia	Kelly												
	Task Hours	\$297	\$230	\$206	\$215	\$110										21
	Task Cost	\$1,485	\$1,840	\$1,648	\$0	\$0										\$4,973
	Direct Expenses															\$0
	SubTotal	\$1,485	\$1,840	\$1,648	\$0	\$0										\$4,973
	Task Hours	5	20	32	0	0										57
	Task Cost	\$1,485	\$4,600	\$6,592	\$0	\$0										\$12,677
	Direct Expenses															\$0
	SubTotal	\$1,485	\$4,600	\$6,592	\$0	\$0										\$12,677
	Task Hours	6	24	28	0	0										58
	Task Cost	\$1,782	\$5,520	\$5,768	\$0	\$0										\$13,070
	Direct Expenses															\$0
	SubTotal	\$1,782	\$5,520	\$5,768	\$0	\$0										\$13,070
	Task Hours	8	190	36	0	0										234
	Task Cost	\$2,376	\$43,700	\$7,416	\$0	\$0										\$53,492
	Direct Expenses															\$0
	SubTotal	\$2,376	\$43,700	\$7,416	\$0	\$0										\$53,492
	Task Hours	4	7	28	0	0										39
	Task Cost	\$1,188	\$1,610	\$5,768	\$0	\$0										\$8,566
	Direct Expenses															\$0
	SubTotal	\$1,188	\$1,610	\$5,768	\$0	\$0										\$8,566
	Task Hours	4	7	16	80	1										108
	Task Cost	\$1,188	\$1,610	\$3,296	\$17,200	\$110										\$23,404
	Direct Expenses											\$5,000		\$240,000		\$245,000
	SubTotal	\$1,188	\$1,610	\$3,296	\$17,200	\$110						\$5,000	\$240,000			\$268,404
	Task Hours	16	31	160	0	20										227
	Task Cost	\$4,752	\$7,130	\$32,960	\$0	\$2,200										\$47,042
	Direct Expenses															\$0
	SubTotal	\$4,752	\$7,130	\$32,960	\$0	\$2,200										\$47,042
	Total LSCE Hours	48	287	308	80	21										744
	Total LSCE Cost	\$14,256	\$66,010	\$63,448	\$17,200	\$2,310						\$5,000	\$240,000			\$163,224
	Direct Expenses	\$0	\$0	\$0	\$0	\$0										\$245,000
																<b>\$408,224</b>

**Total Cost Estimate (without Task 5a) \$139,820**





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## 2026 SCHEDULE OF FEES ENGINEERING AND RELATED FIELD SERVICES

### Professional\*

Senior Principal .....	\$297/hr.
Principal Professional.....	\$269/hr.
Supervising Professional .....	\$258/hr.
Senior Professional .....	\$230/hr.
Project Professional .....	\$206/hr.
Staff Professional .....	\$181/hr.

### Technical

Data Management Specialist .....	\$181/hr.
Senior GIS Analyst .....	\$181/hr.
GIS Specialist .....	\$130/hr.
Engineering Assistant/Scientist.....	\$125/hr.

### Project Admin Support

Word Processing, Clerical .....	\$110/hr.
Digital Communications Specialist.....	\$125/hr.
Project Administrator .....	\$125/hr.

Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%
Prevailing Wage Rate	\$215/hr
Vehicle Use	\$0.73/mi (or curr. IRS rate)
Subsistence	Cost Plus 15%
Copies	\$0.20 ea.
Field Equipment Rental	
Pressure Transducer	\$10/day
Ultrasonic Flow Meter	\$150/day
Multiparameter Sonde	\$125/day
Field Materials	As-Incurred

\* Engineer, Geologist, Hydrogeologist, and Hydrologist

Send invoice payments to Accounts Receivable, 500 1st Street, Woodland, CA 95695 or [accountsreceivable@lsce.com](mailto:accountsreceivable@lsce.com)

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**EXHIBIT "B" – FISCAL PROVISIONS**

1. **CONSULTANT'S FINANCIAL RECORDS.** CONSULTANT shall keep financial records for funds received hereunder, separate from any other funds administered by CONSULTANT, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. **INVOICES.** CONSULTANT'S invoices shall be submitted throughout the project or in arrears on a monthly basis, and shall be itemized and formatted to the satisfaction of the DISTRICT.

DISTRICT shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the CONSULTANT and approved by the Assistant Purchasing Agent.

3. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.** CONSULTANT warrants that it shall comply with all audit requirements established by DISTRICT and will provide a copy of CONSULTANT 'S Annual Independent Audit Report, if applicable.

DISTRICT may conduct periodic audits of CONSULTANT'S financial records, notifying CONSULTANT no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. CONSULTANT shall allow DISTRICT, or other appropriate entities designated by DISTRICT, access to all financial records pertinent to this Agreement.

CONSULTANT shall reimburse DISTRICT for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of DISTRICT.

4. **BUDGET.** CONSULTANT shall submit, in advance, a detailed budget, in the format provided by DISTRICT for review and approval by the DISTRICT. CONSULTANT shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the DISTRICT.

5. **EXPENDITURE OF FUNDS.** Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

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DISTRICT reserves the right to refuse payment to CONSULTANT or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

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**EXHIBIT “C” – COMPLIANCE PROVISIONS**

1. **INFORMATION INTEGRITY AND SECURITY.** CONSULTANT shall immediately notify DISTRICT of any known or suspected breach of personal, sensitive and confidential information related to CONSULTANT work under this Agreement.

2. **NON-DISCRIMINATION.** CONSULTANT shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.** CONSULTANT certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

CONSULTANT shall report immediately to DISTRICT, in writing, any incidents of alleged fraud and/or abuse by either CONSULTANT or CONSULTANT’S subcontractor. CONSULTANT shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by DISTRICT.

4. **AGREEMENTS IN EXCESS OF \$100,000.** CONSULTANT shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

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4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR, and Executive Order 11738).

5. **INDEMNIFICATION AND HOLD HARMLESS.** Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

CONSULTANT'S obligations under this Section shall survive the termination of the Agreement.

6. **STANDARD OF CARE.** CONSULTANT represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by CONSULTANT or designated subcontractors, in a manner according to generally accepted practices.

7. **INTEREST OF CONTRACTOR.** CONSULTANT assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within thirty (30) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement

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within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. **INSURANCE.** CONSULTANT shall procure and maintain Workers' Compensation Insurance for all of its employees.

CONSULTANT shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent CONSULTANT'S liability.

CONSULTANT shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which CONSULTANT is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

CONSULTANT shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to DISTRICT certificates of insurance naming the County of Lake as additional insured. CONSULTANT agrees to provide to DISTRICT, at least 30 days prior to expiration date, a new certificate of insurance.

In case of any subcontract, CONSULTANT shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. CONSULTANT shall not allow any subcontractor to commence work until the required insurances have been obtained.

For any claims related to the work performed under this Agreement, the CONSULTANT'S insurance coverage shall be primary insurance as to the DISTRICT, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by DISTRICT, its officers, officials, employees, agents or volunteers shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.

The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The CONSULTANT, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to CONSULTANT'S insurance on Form CG 20 10 11 85. CONSULTANT shall not commence work under this

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Agreement until CONSULTANT has had delivered to DISTRICT the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

Insurance coverage required of CONSULTANT under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude DISTRICT from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of DISTRICT to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

Any failure of CONSULTANT to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

**10. ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

**11. ASSIGNMENT.** CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of DISTRICT except that claims for money due or to become due CONSULTANT from DISTRICT under this Agreement may be assigned by CONSULTANT to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to DISTRICT. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

**12. PAYROLL TAXES AND DEDUCTIONS.** CONSULTANT shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

**13. INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, CONSULTANT is an independent contractor and is

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not an employee, agent or servant of DISTRICT. CONSULTANT is not entitled to any employee benefits. DISTRICT agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

CONSULTANT is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to CONSULTANT and CONSULTANT'S officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

**14. OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by CONSULTANT hereunder are the property of DISTRICT.

**15. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

**16. ADHERENCE TO APPLICABLE DISABILITY LAW.** CONSULTANT shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

**17. HIPAA COMPLIANCE.** CONSULTANT will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

**18. SAFETY RESPONSIBILITIES.** CONSULTANT will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CONSULTANT agrees that in the performance of work under this Agreement, CONSULTANT will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

**19. JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California.

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CONSULTANT waives any right of removal it might have under California Code of Civil Procedure Section 394.

**20. RESIDENCY.** All independent contractors providing services to DISTRICT for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

**21. NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.