AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR BIG VALLEY GROUNDWATER BASIN (5-015) GROUNDWATER SUSTAINABILITY PLAN (GSP) LAKE COUNTY, CA

| THIS AGREEMENT, made this | day of | , 2021, by and between |
|------------------------------------|---------------------|---------------------------------------|
| the Lake County Watershed Protec | tion District, here | inafter referred to as "DISTRICT" and |
| Luhdorff & Scalmanini, Consulting | g Engineers (LCS | E) and Stantec Consulting Services, |
| hereinafter referred to as 'CONSUI | LTANT". | |

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1) The CONSULTANT will commence and complete the **Professional Consulting**Services for Big Valley Groundwater Basin (5-015) Groundwater
 Sustainability Plan (GSP) Lake County, CA, RFP No. 21-02 hereinafter referred to as "PROJECT".
- 2) The CONSULTANT will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the development and completion of the PROJECT described herein.
- 3) The CONSULTANT will commence the work required by the CONTRACT DOCUMENTS within fifteen (15) calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT as required by rules and regulations outlined in California's Sustainable Groundwater Management Act (SGMA).
- 4) The CONSULTANT agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$1,328,485.39_, as shown in the CONSULTANTS PROPOSAL (Exhibit F).
- 5) The term "CONTRACT DOCUMENTS" means and includes the following Exhibits:
 - a. ADVERTISEMENT FOR PROPOSALS
 - b. NOTICE TO BIDDERS
 - c. RFP NO. 21-02
 - d. RFP NO. 21-02 ADDENDA 1
 - e. RFP NO. 21-02 ADDENDA 2
 - f. LCSE AND STANTEC PROPOSAL

NOW, THEREFORE, the parties hereby agree as follows:

The above recitals are there and correct and incorporated herein by reference

exceed one million three hundred twenty-eight thousand four hundred eighty-five and thirty-nine hundredths (\$1,328,485.39). AYES: NOES: ABSENT OR NOT VOTING: (Chair, Board of Directors) ATTEST: Carol J. Huchingson Clerk of the Board Date: APPROVED AS TO FORM: Anita Grant **County Counsel**

CONSULTANT has been selected by DISTRICT to provide services described hereunder

in **Exhibit F**, Section 4 titled "Project Work Plan and Schedule" which includes the development and implementation of the Big Valley Groundwater Basin Groundwater Sustainability Plan following requirements as outlined by SGMA for a total cost not to

Date: _____

Exhibit A

> Home (http://www.lakecountyca.gov/Home.htm) > Business

(http://www.lakecountyca.gov/Business.htm) > With The County

(http://www.lakecountyca.gov/Business/WithCounty.htm) > Bids & RFPs

(http://www.lakecountyca.gov/Business/WithCounty/RFP.htm) > Professional Consulting Services

Professional Consulting Services

RFP is closed.

RFP Information:

Solicitation Number: No. 21-02

Publish Date: January 14, 2021

Close Date and Time: February 4, 2021 05:00 PM

Status: Closed

RFP Documents:

There are (3) documents attached to this page. Click to View Documents Click to Unsubscribe from Change Notices

Description:

The County of Lake (County), by and through its Watershed Protection District (District), is seeking competitive Proposals from qualified consultants to provide professional engineering and hydrology consulting services (Services) for the development and completion of the Big Valley Groundwater Basin Groundwater Sustainability Plan (GSP) following requirements outlined under California's Sustainable Groundwater Management Act of 2014 (SGMA).

Pertinent Questions and Responses:

Back to Top (http://www.lakecountyca.gov/Business/WithCounty/RFP/WRConsulting011421.htm#top)

Public Login (http://www.lakecountyca.gov/Business/WithCounty/RFP/Login.htm)

Account Request Application



Sitemap (http://www.lakecountyca.gov/Sitemap.htm)

DISCLAIMER: The County of Lake Website contains hypertext links to external websites. The County of Lake is not responsible for the subject matter or accessibility of these external websites, and the County does not endorse any entity or product for which a link may be provided. External links are provided as a convenience for users of this site. Once you leave the County of Lake Website via a link to an external site, the County of Lake Privacy & Security Policies no longer apply.

Exhibit B

From: Marina Deligiannis

Bcc: Fricke, Rodney; Michael Bombard; gtolley@geo-logic.com; "pdennehy@geosyntec.com"; "Joe Zilles";

"Iporta@elmontgomery.com"; "Brad Gooch"; "ddolan@lgc.org"; Magill, Samuel P; "Joseph Gallegos";

"rtoosi@rubiconeng.com", "vkretsinger@lsce.com", "eteasdale@lsce.com"

Subject: Big Valley GSP RFP Open

Date: Thursday, January 14, 2021 2:10:00 PM

Hello,

The Lake County Watershed Protection District has issued a Request for Proposals (RFP) for the Professional Consulting Services for Big Valley Groundwater Basin (5-015) Groundwater Sustainability Plan (GSP) Development of Lake County, California.

The RFP advertisement and documents can be found on the County of Lake website, Bids and RFP's (http://www.lakecountyca.gov/Business/WithCounty/RFP.htm). This website is a free service to view as well as download RFP documents. Please note that interested Proposers must complete and submit an Account Request Application in order to view or download bid documents.

Questions regarding the Big Valley GSP RFP must be directed only to Marina Deligiannis, Deputy Water Resources Director via email at Marina.Deligiannis@lakecountyca.gov

Best regards,

Marina Deligiannis

Deputy Water Resources Director

County of Lake | Water Resources Department
707 263 2344 | www.LakeCountyCA.gov

Exhibit C



COUNTY OF LAKE

REQUEST FOR PROPOSALS

Professional Consulting Services
For
Big Valley Groundwater Basin (5-015) Groundwater Sustainability Plan (GSP)
Lake County, CA

RFP No. 21-02

Proposal Due Date: February 4, 2020

Submit To:

Scott De Leon, Water Resources Director
RE: Professional Consulting Services for Big Valley Groundwater Basin (5-015)
Groundwater Sustainability Plan (GSP)
255 N. Forbes Street
Lakeport, CA 95453
(707) 263-2344



COUNTY OF LAKE WATER RESOURCES DEPARTMENT

255 N. Forbes Street Lakeport, California 95453 Telephone (707) 263-2344 Fax (707) 263-1965

Scott De Leon Water Resources Director

Marina Deligiannis
Deputy Water Resources Director

REQUEST FOR PROPOSALS

Professional Consulting Services For Big Valley Groundwater Basin (5-015) Groundwater Sustainability Plan (GSP) Lake County, CA

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REQUEST FOR PROPOSALS

Professional Consulting Services For Big Valley Groundwater Basin (5-015) Groundwater Sustainability Plan (GSP) Lake County, CA

1.0 INTRODUCTION

1.1 Statement of Purpose

The County of Lake (County), by and through its Watershed Protection District (District), is seeking competitive Proposals from qualified consultants to provide professional engineering and hydrology consulting services (Services) for the development and completion of the Big Valley Groundwater Basin Groundwater Sustainability Plan (GSP) following requirements outlined under California's Sustainable Groundwater Management Act of 2014 (SGMA).

It is the intent of the County to hire a single qualified consultant, or team of consultants (Consultant) for this work. In order for a Consultant to be considered qualified, the firm or team must demonstrate experience in successful groundwater management planning which includes, without limitations, groundwater sustainability plan development, public outreach and coordination, and hydrogeological modeling and analysis. Interested Consultants are invited to submit their qualifications and Proposals in accordance with the requirements of this Request for Proposals (RFP).

Interested consultants are invited to submit one (1) electronic PDF fully completed and signed Proposal package subject to the terms and conditions set forth herein by 3:00 P.M. PST on Thursday, February 4, 2020. Proposals received after this time and date shall not be considered.

1.2 BACKGROUND

In September 2014, the State of California adopted the Groundwater Sustainability Act (SGMA), a three-bill legislative package composed of AB 1739, SB 1168, and SB 1319. SGMA requires local governments and water agencies with medium or high priority groundwater basins to develop a GSP or an Alternative GSP in an effort to ensure that priority groundwater basins reach sustainability within 20 years of implementing the sustainability plan.

The Big Valley Groundwater Basin (5-015) (Big Valley basin) has been calculated by the California Department of Water Resources (DWR) Bulletin 118 Basin Prioritization to be a medium priority basin with a score of 20 Priority Points. In this priority classification the

SGMA legislation requires the formation of a Groundwater Sustainability Agency (GSA) and GSP or an Alternative GSP to ensure local and sustainable management of groundwater for all uses and users located within the basin. In order to comply with SGMA, the District elected to prepare an Alternative GSP to the formation of a GSA and GSP for the Big Valley basin based on the 2006 Lake County Groundwater Management Plan. With the Alternative submitted to DWR in 2016, the District also completed Annual Reports for Water Years 2017 and 2018 submitted to DWR for review. In July 2019, the District was notified by DWR that the Big Valley Groundwater Basin Alternative GSP had not been accepted and in order to maintain local control of the Big Valley Groundwater Basin, the District elected to form the Big GSA and Advisory Committee in August 2019.

In February 2020, the District was notified by DWR of its awarding of Facilitation Support Services (FSS) for Big Valley GSA Formation and Development. Big Valley GSA FSS services are being provided by Stantec Consulting Services Inc. These services due to expire in December of 2020, have recently been extended until June 2021.

In March 2020, DWR notified the District of its recommendation of awarded funds through DWR's Sustainable Groundwater Management (SGM) Grant Program Planning – Round 3 for the development of the Big Valley Groundwater Basin Groundwater Sustainability Plan.

Big Valley basin is a 37.8 square mile (24,212 acres) area south and adjacent to Clear Lake, the largest natural lake entirely within California. The basin shares a common boundary with the Scotts Valley Groundwater Basin (5-014), a very low priority basin as ranked by DWR's Bulleting 118. The Big Valley basin is shown on the map located in Attachment A. The Big Valley basin is entirely under the jurisdiction of the District and contains only one GSA.

2.0 SCOPE OF SERVICES

The County is looking for a consultant to develop a GSP for the Big Valley basin following regulations and requirements as outlined under SGMA (Project). The goals of the Project are to build upon previous efforts and conduct all tasks necessary to complete and submit a GSP while leveraging public engagement and collecting the best available data and information of the groundwater basin to develop, adopt, and implement the Big Valley GSP by January 31, 2022.

Key objectives of the proposed project are to develop a GSP for the entire Big Valley Groundwater Basin that:

- Meets the requirements and deadlines outlined in SGMA and DWR's Final GSP Emergency Regulations Guide.
- Incorporates the needs and knowledge from local stakeholders, the Big

Valley GSA and the Big Valley GSA Advisory Committee.

- Uses best available technical and scientific information from the history of data collection and studies previously conducted within the basin.
- Leverages limited available funding and resources for the development and implementation of the GSP.

In order to successfully complete the Project, the general tasks expected of the consultant include but are not limited to:

1. Define Area Plan and Basin Setting

Develop a GSP Basin Setting section for the Big Valley groundwater basin including, but not limited to, management areas as applicable, hydrogeological conceptual model, current and historical groundwater conditions, and water budget.

2. Develop Sustainable Management Criteria

Develop GSP Sustainable Management Criteria for the basin, including analysis and determination of Sustainability Goals, Undesirable Results, Minimum Thresholds, Measurable Objectives, as appropriate.

3. <u>Design Sustainability Progress Monitoring Program</u>

Develop basin-specific monitoring network and address monitoring protocols and data management system.

4. Identify and Evaluate Proposed Projects and Management Actions

Develop Projects and Management Actions to achieve Sustainability Goals for the Basin, describe the implementation feasibility, and the method by which each will be evaluated for effectiveness.

5. <u>Develop GSP Implementation Program, Costs, Detailed Scheduled and</u> Reporting

Compile and organize information necessary for completing GSP administration.

6. Compile Complete GSP for Adoption by GSA

Compile complete GSP and submit to the Big Valley GSA for adoption and implementation.

The Scope of Services for the Project as outlined above and in Exhibit A of Attachment B, anticipates services presented herein, is for the primary purpose of allowing the County to compare Proposals submitted in response to this RFP. The precise Scope of Services that will be incorporated into the final Service Agreement resulting from this RFP process shall be the subject of negotiations

between the County and successful proposer.

3.0 BUDGET

Based on Proposition 68 SGM Grant Program Planning – Round 3 funding that was awarded by DWR to the District, it is anticipated that a maximum of \$1,328,500 will be available for tasks described in this RFP. Section 7 of Attachment B outlines eligible project costs for the Project per the awarded Proposition 68 SGM Grant Program Planning – Round 3 funds.

4.0 TENTATIVE RFP SCHEDULE

The following schedule of events represents the County's best estimate of the schedule that will be followed with regards to this RFP process.

| TASK | DEADLINE |
|--|------------------|
| RFP Issued by the County | January 14, 2021 |
| Deadline for Submittal of Questions to | January 21, 2021 |
| Contact Person | |
| Addendum for Questions | January 26, 2021 |
| Proposals Due to County | February 4, 2021 |

5.0 GENERAL PROPOSAL INFORMATION

5.1 PROPOSAL SUBMISSION

Proposals will be received by the County until 3:00 P.M. PST on Thursday, February 4, 2020. One (1) electronic copy of the signed complete PDF package must be submitted to:

Scott De Leon, Water Resources Director Water.Resources@lakecountyca.gov
Lake County Water Resources Department
255 N. Forbes Street, Room 309
Lakeport, CA 95453

5.2 CONTACT PERSON

Firms, or anyone else acting on their behalf, are specifically directed **NOT** to contact any County employee or other agency employee for any purpose related to this RFP other than as directed below. Contact with anyone other than as directed below **WILL** be cause for rejection of the proposal. All questions regarding this RFP must be

directed only to:

Marina Deligiannis, Deputy Water Resources Director Marina. Deligiannis@lakecountyca.gov
Lake County Water Resources Department
255 N. Forbes Street, Room 309
Lakeport, CA 95453

The subject line <u>must</u> include: <u>RFP for Big Valley GSP Development Questions</u>

5.3 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will **NOT** be held with the consultants. However, consultants are directed to submit their questions to the Contact Person, via email, by 3:00 P.M. PST Thursday January 21, 2021. An addendum will be issued to respond to questions, as warranted, by 3:00 P.S. PST on Tuesday, January 26, 2021.

5.4 WITHDRAWL OF SUBMITTED PROPOSALS

A Proposer may withdraw its Proposal at any time prior to the RFP Proposal submission deadline by submitting a written notification of withdrawal, signed by the Proposer or authorized representative thereof. This written notification must be sent to the Contact Person for this RFP. Proposals will become the County's property after the submittal deadline has passed

5.5 PROPOSAL MODIFICATION

Proposers may make modifications to a submitted Proposal by means of withdrawing its initial Proposal as required by this RFP. It is the responsibility of the Proposer to ensure that a modified Proposal is resubmitted as required by this RFP by the designated deadline. Proposals may not be altered or modified after the submission deadline.

6.0 PROPOSAL REQUIREMENTS

Proposers shall describe the methodology to be used to accomplish, and successfully deliver, each of the tasks required for the Project. The County relies on the professional expertise and competence of the selected consultant and expects the consultant to be knowledgeable of the specific services identified in the scope of work and to include in its proposal all tasks required to implement the construction of the Project.

Consultants are encouraged to utilize the Proposal Requirements Checklist as provided in

Attachment C to ensure all requirements are included in the Proposal Packaged.

6.1 PROJECT UNDERSTANDING AND APPROACH

Proposals should include an overview of the Consultant's understanding of the services to be provided and approach to the successful completion of the Project at hand. The Project Understanding and Approach overview should include, at a minimum, the following items:

- a. A detailed description of the Consultant's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Scope of Services as outlined in this RFP.
- b. A detailed description of the proposed deliverables for each task and subtask as outlined in Section 3.0 of this RFP Scope of Services for GSP development.
- c. A detailed description of the management strategies that will be utilized by the Consultant in order to achieve the goals and the objectives of the Project as outlined in this RFP.
- d. A detailed description of the expected communication channels between the Consultant and County to ensure that the expectation as outlined in this RFP will be performed to the County's satisfaction.
- A detailed description on the Consultant's approach and ability to function in a virtual environment including proposed communication and coordination efforts between a variety of basin stakeholders.

6.2 FIRM QUALIFICATIONS AND CLIENT REFERENCES

Proposals should include a description of the Consultants services and qualifications including:

- a. A minimum of two projects of similar scope and complexity your firm has completed in the last three (3) years. These reference projects must be itemized by name, type, location, date of work, approximate dollar value of construction, approximate dollar value of services rendered, and client name and telephone number.
- b. A detailed description of resources, contacts, connections the Consultant intends to leverage to maximize your budget for the GSP development.
- c. A detailed description of any experience your firm has coordinating with tribes, SDAC/DAC communities, agricultural communities, listed species, or rural communities.

6.3 STAFFING ORGANIZATION AND QUALIFICATIONS

Proposals should include a description of the staffing organization and qualifications including:

- a. A detailed description outlining the size of the firm, depth of staffing resources, and contingency planning if the primary day-to-day contact is unable to continue on the contract.
- b. A detailed description of Project Team Member's names, roles and responsibilities (only those members that will be working directly or on a day to day basis with the Department), and provide a summary of the qualifications and experience for each team member.
- c. A detailed description of the Consultant's level of knowledge with SGMA, the GSP process, experience in grant compliance, or projects with state-mandated requirements.
- d. If there are multiple firms submitting a Proposal as a single Consultant, please delineate which firm will be doing what work and the proposed coordination efforts between each firm. If there is a prime-subcontractor relationship, please provide evidence of past successful partnerships, either in previous prime-subcontractor work or in the exact proposed partnership.

6.4 PROJECT SCHEDULE / WORK PLAN

Each work element shall be broken down into the required tasks and the respective man hours shall be included. Proposers shall include a project schedule following requirements as outlined in this RFP. Schedules must be represented via a Gantt chart with project activities separated by task with their duration noted on the overall project timeline.

7.0 PROPOSAL CONTENTS

Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in this RFP. The Consultant must submit one (1) Proposal in an electronic PDF fully completed and signed Proposal package, and may be no more than a total of fifty (50) pages including an organization chart, staff resumes and appendices, and cover letter. **NOTE:** Dividers, Attachments included in this RFP which are required to be submitted with the proposal, and Addenda

acknowledgments do <u>NOT</u> count toward the page limit.

Each proposal shall be submitted to:

Scott De Leon, Water Resources Director Water.Resources@lakecountyca.gov
Lake County Water Resources Department
255 N. Forbes Street, Room 309
Lakeport, CA 95453

The subject line <u>must</u> include: <u>RFP for Big Valley GSP Development</u>

The cost proposal shall use the same format as the consultant proposes to use for billing invoices.

Proposals that do not furnish information organized according to the format or do not include the content specified in this RFP may be rejected as non-responsive. The cost of developing the proposal, attending an interview, or any other related costs are entirely the responsibility of the proposing firm, and shall not be reimbursed in any manner.

8.0 EVALUATION CRITERIA AND SELECTION PROCESS

The County of Lake Water Resources Department complies with the County's requirements concerning consultant selection as outlined in the County's Consultant Selection Board (CSB) Policy. Department staff will follow this set procedure in determining the best qualified consultant to perform the work solicited. This procedure is in conformance with state and federal requirements and is based on fair and open competitive negotiations, demonstrated competence, and professional qualifications.

The items listed below are assigned relative weights which will be used to evaluate the written proposals and to arrive at a selection. At the option of the County, interviews may be used as a part of the selection process.

The County will enter into negotiations with the firm receiving the highest rating following the selection. If such negotiations are not successful, negotiations will then be entered into with the firm receiving the next highest rating.

If necessary, the County will hold optional oral interviews with the three firms receiving the three highest ratings. The interviews will be conducted with the CSB with final consultant rankings to be established at the conclusion of the interviews. The format of the interview will be a ten minute period for the firm to present their objectives for the Project and to introduce their staff. The opening presentation is expected to be informal and attended by those staff members that will be directly involved in the Project. The interview process is to allow a two way communication for the firm's approach to the Project and any clarifications required by

the CSB.

8.1 CRITERIA OF THE EVALUATION OF WRITTEN PROPOSALS

The following evaluation criteria and weight of importance will be used in evaluating and selecting a consultant:

| Evaluation Criteria | Percentage Points |
|---|-------------------|
| Understanding of the Project | 20% |
| Candidate's past record of performance with similar projects, including control of costs, quality of work, and completion in a timely manner. | 25% |
| Experience and qualifications of the Project Manager and Project Team | 20% |
| Experience and ability to perform required services as listed in Scope of Services | 35% |
| Total Score | 100% |

9.0 CONSULTANT AGREEMENT

The County has a standard consultant agreement with certain conditions required of prospective consultants. The successful firm will be required to agree to the terms contained within. Insurance and statutory requirements will be incorporated. See attached sample agreement in Attachment D for more information on these requirements.

9.1 PREVAILAING WAGE

The Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all federal, state, and local laws and ordinances applicable to the work.

9.2 SUBCONTRACTING

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractor ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dlse/debar.html

This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld

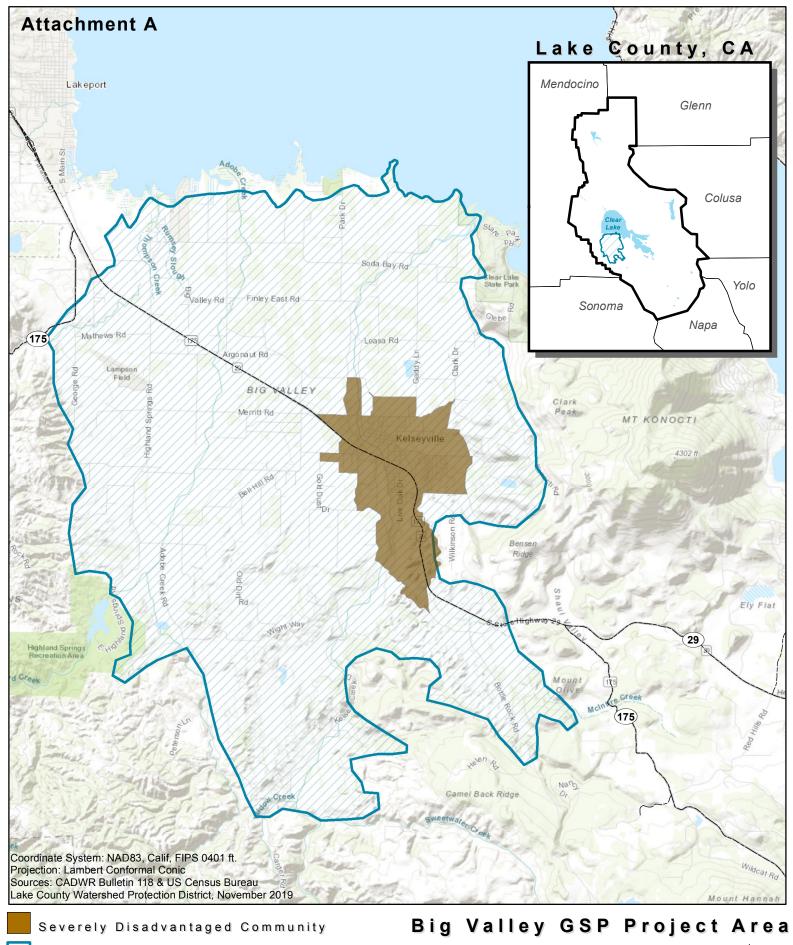
from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

10.0 ADMINISTRATIVE INFORMATION

The County reserves the right to reject any or all proposals. This RFP does not obligate the County to award a contract nor does it commit the County to pay any costs associated with the preparation and submittal of a proposal. Requests for additional information required by a firm wishing to make a proposal to the County relative to this RFP shall be made in writing. All proposals and accompanying materials shall become the property of the County of Lake upon submittal.

11.0 ATTACHMENTS

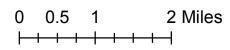
- A. Project Area Map
- **B.** Proposition 68 SGM Grant Agreement
- C. Proposal Requirements Check List
- D. Sample Agreement



Big Valley GSA Boundary

Big Valley Groundwater Basin (5-015)

Service & Benefitting Area, Lake County





Attachment B

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND LAKE COUNTY WATERSHED PROTECTION DISTRICT AGREEMENT NUMBER 4600013563 SUSTAINABLE GROUNDWATER MANAGEMENT (SGM) GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Lake County Watershed Protection District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1. <u>PURPOSE.</u> The State shall provide funding from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68; Pub. Resources Code, § 80000, et seq.) or the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1; Pub. Resources Code, § 79700 et seq.) to the Grantee to assist in financing the Big Valley Groundwater Basin Groundwater Sustainability Plan (Project). The provision of State funds pursuant to this Agreement shall result in an adopted GSP by the applicable Groundwater Sustainability Agency (GSA) and submitted to the Department of Water Resources (DWR) via the Sustainable Groundwater Management Act (SGMA) GSP Submittal Portal for review. The provisions of State funds does not guarantee adoption of the GSP by the applicable GSA or that the GSP will meet all of the evaluation and assessment criteria when submitted to DWR as required by SGMA and implementing regulations.
- 2. <u>TERM OF GRANT AGREEMENT.</u> The term of this Grant Agreement begins on the date this Grant Agreement is initially executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2022 and no funds may be requested after JUNE 30, 2022.
- 3. <u>GRANT AMOUNT.</u> The maximum amount payable by the State under this Agreement shall not exceed \$1,392,205.
- 4. <u>GRANTEE COST SHARE.</u> The Grantee is required to provide a Local Cost Share (non-State funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015, for Proposition 1 funds and incurred after May 18, 2016, for Proposition 68 funds.
- 5. <u>BASIC CONDITIONS.</u> The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. Prior to execution of this Grant Agreement, selected applicants (Groundwater Sustainability Agency) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.
 - B. The Grantee must demonstrate compliance with all eligibility criteria as set forth in the 2019 Program Guidelines for the Sustainable Groundwater Management (SGM) Grant Program.
 - C. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than 60 days following the end of the calendar quarter (e.g. submitted by May 30, August 30, November 30, and February 28) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
- 6. <u>DISBURSEMENT OF FUNDS.</u> The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

Grant Agreement No. 4600013563 Page 2 of 28

7. <u>ELIGIBLE PROJECT COST.</u> The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs associated with the formation of a GSA(s).
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Monitoring and assessment costs for efforts required after project construction is complete.
- H. Replacement of existing funding sources for ongoing programs.
- I. Travel and per diem costs.
- J. Support of existing agency requirements and mandates.
- K. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- L. Meals, food items, or refreshments.
- M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- 8. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within sixty (60) days following the end of the calendar quarter (i.e. May 30, August 30, November 30, and February 28). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

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- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Brandon Davison, Division of Regional Assistance, 2440 Main Street, Red Bluff, CA 96080 or an electronic signature certified and transmitted via DocuSign from authorized representative to Brandon Davison, Division of Regional Assistance at Brandon.Davison@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

- 10. <u>DEFAULT PROVISIONS.</u> The Grantee will be in default under this Grant Agreement if any of the following occur:
 - A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
 - B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
 - F. Failure to routinely invoice the State pursuant to Paragraph 5.
 - G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

- 11. <u>CONTINUING ELIGIBILITY.</u> The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 s to remain eligible to receive State funds:
 - A. The Grantee must continue to demonstrate eligibility by being a GSA, a member agency of a GSA, or an entity that has an approved Alternative to a GSP and the groundwater basin must continue to be an eligible basin as outlined in the 2019 Guidelines and 2019 Proposal Solicitation Package (PSP).
 - B. An agricultural water supplier receiving State funds must comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in 2019 Guidelines.
 - C. Grantees that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
 - D. To the extent practicable, Grantees shall measure the amount of greenhouse gas emissions reduced and carbon sequestered resulting from an implementation project funded under this Grant Agreement. (Pub. Resources Code, § 80001(b)(7)).
 - E. For groundwater implementation projects that directly affect groundwater levels or quality, the Grantee must demonstrate compliance with the Groundwater Management Act set forth on page 7 of the 2019 Guidelines.

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- F. Grantees must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12405, et seq.) for data sharing, transparency, documentation, and quality control.
- G. If applicable, the development of a Stormwater Resource Plan or functionally equivalent plan for stormwater and dry weather runoff capture projects is required to receive State funds set forth on page 8 of the 2019 Guidelines.
- H. Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seg.
- I. Sustainable Water Use and Demand Reduction: Senate Bill (SB)x7-7 (Water Code § 10608 et seq.) conditions the receipt of a water management grant or loan for urban water suppliers on gallons per capita per day reduction targets with the end goal of a 20% reduction by 2020.
- J. An urban water supplier that receives grant funds pursuant to this Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code § 10608 et seq.) as set forth on page 18 of the 2019 Guidelines. For more information, visit the website listed in Appendix A in 2019 Guidelines.
- 12. <u>SUBMISSION OF REPORTS.</u> The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
 - A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than four (4) months after the execution of the agreement, with future reports then due May 30, August 30, November 30, and February 28.
 - B. <u>Groundwater Sustainability Plan</u>: The Grantee shall submit an adopted GSP to DWR by the date as specified per the SGMA. The GSP shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
 - C. <u>Coordination Agreement</u>: The Grantee shall provide the State a copy of the executed Coordination Agreement, and all supporting documentation. This condition is only required in basins where GSAs develop multiple GSPs pursuant to Water Code section 10727(b)(3). Refer to the GSP Regulations for necessary details and requirements to prepare and submit a Coordination Agreement.
 - D. Component Completion Report: The Grantee shall prepare and submit to the State a separate Completion Report for each component included in Exhibit A, if applicable. The Grantee shall submit a Completion Report as outlined in Exhibits A and F. Each Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Completion Report shall also include, if applicable for Implementation Project(s), certification of final project by a registered civil engineer, consistent with Exhibit D. A "Certification of Project Completion" form will be provided by the State.

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- E. <u>Grant Completion Report</u>: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted as outlined in Exhibits A, "Work Plan", and F, "Report Formats and Requirements". Retention for the last component to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.
- 13. <u>STATEWIDE MONITORING REQUIREMENTS</u>. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G, "Requirements for Data Submittal" for web links and information regarding other State monitoring and data reporting requirements.
- 14. <u>NOTIFICATION OF STATE.</u> The Grantee shall promptly notify the State, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
- 15. <u>NOTICES</u>. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 16. <u>PERFORMANCE EVALUATION</u>. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

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17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources Lake County Water Resources Department

Arthur Hinojosa Scott De Leon

Chief, Division of Regional Assistance Director

P.O. Box 942836

255 North Forbes Sacramento, CA 94236-0001 Lakeport, CA 95453 Phone: (916) 653-4736 Phone: (707) 263-2344

Email: Arthur.Hinojosa@water.ca.gov Email: scott.deleon@lakecountyca.gov

Direct all inquiries to the Grant Manager:

Department of Water Resources Lake County Watershed Protection District

Brandon Davison Marina Deligiannis

Division of Regional Assistance Program Coordinator, Lake County Watershed

2440 Main Street **Protection District** Red Bluff, CA 96080 255 North Forbes Phone: (530) 529-7330 Lakeport, CA 95453 E-mail: Brandon.Davison@water.ca.gov Phone: (707) 263-2344

Email: marina.deligiannis@lakecountyca.gov

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

18. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C - Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution Accepting Funds

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for Grantees

Exhibit I – Project Location

(B 5/28/2020

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IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

| STATE OF CALIFORNIA | LAKE COUNTY WATER RESOURCES |
|--|-----------------------------|
| DEPARTMENT OF WATER RESOURCES | DEPARTMENT |
| Arthur Hinojosa Chief, Division of Regional Assistance | Scott De Leon Director |
| Date5/28/2020 | Date5/28/2020 |
| Approved as to Legal Form and Sufficiency | |
| James Herink For | |
| Robin Brewer Assistant Chief Counsel, Office of Chief Counsel | |
| Date | |

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Exhibit A WORK PLAN

Project Title: Big Valley Groundwater Basin GSP

Project Description: This Work Plan includes activities associated with planning, development, and preparation of a GSP for the Lake County Watershed Protection District. The resulting GSP will incorporate appropriate Best Management Practices (BMPs) as developed by DWR and will result in a more complete understanding of the groundwater subbasin to support long-term sustainable groundwater management.

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received and deemed acceptable by DWRs Grant Manager. Submit a deliverable due date schedule within 30 days of execution of of this Agreement or any future amendments, where the amendment would result in a change in the deliverables and/or schedule, for DWRs Project Manager's review and approval. Edits made to the schedule must be approved by the DWR Project Manager in advance.

Prepare draft a Grant Completion Report and submit to DWR for Project Manager's comments and review no later than 90 days prior to the work completion date listed on Page 1, Paragraph 2. Prepare a Final Grant Completion Report addressing the DWR Project Manager's comments and submit within 30 days prior to the work completion date listed on Page 1, Paragraph 2. The reports will be prepared and presented in accordance with the provisions of Exhibit F of this Agreement. All deliverables shall be submitted prior to the Final Grant Completion Report submittal as outlined on the approved deliverable due date schedule. Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Grant Completion Reports

Category (b): Stakeholder Engagement / Outreach

Prepare an Outreach and Communications Plan. Conduct a minimum of two public meetings; a minimum of two stakeholder meetings with adjacent subbasin GSAs. Hold a minimum of two focused technical meetings with the adjacent subbasins.

Deliverables:

- Outreach and Communications Plan
- Presentation materials for Meetings
- Meeting summaries included as attachments in the Quarterly Progress Report

Category (c): GSP Development

Prepare a GSP that meets the SGMA regulations. Work collaboratively with the GSA Advisory Committee to reach consensus whenever possible on the GSP as it is developed. Adjust and modify the GSP, as necessary, to respond to stakeholder input. Submit deliverables listed below electronically through an online reporting

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system. Compile the complete GSP and prepare for adoption by the GSA's Board. Provide a 90-day notice to local cities and counties for GSP review. Post a public notice for the hearing to adopt the GSP. Assist with conducting the public hearing to adopt the GSP. Provide summaries of activities within the Quarterly Progress Report(s). Submit the adopted GSP to DWR via SGMA GSP Submittal Portal and submit the email response to DWR's Grant Manager.

Activities to develop the GSP and sections that may be included within the GSP, but are not limited to, those described below.

1. Prepare and Submit GSP Notification

Prepare and submit GSP Initial Notification to DWR through the SGMA Portal. This notice will serve as the official notice to the State and public of the development of the Big Valley GSP.

2. Define Area Plan and Basin Setting

Develop a GSP Basin Setting section for the Big Valley groundwater basin including, but not limited to management areas as applicable, hydrogeological conceptual model, current and historical groundwater conditions, and water budget.

3. <u>Develop Sustainable Management Criteria</u>

Develop GSP Sustainable Management Criteria for the basin including, analysis and determination of Sustainability Goals, Undesirable Results, Minimum Thresholds, and Measurable Objectives as appropriate.

4. <u>Design Sustainability Progress Monitoring Program</u>

Develop a basin-specific monitoring program, address monitoring protocols and the data management system.

5. Identify and Evaluate Proposed Projects and Management Actions

Develop Projects and Management Actions to achieve Sustainability Goals for the Basin. Describe the implementation feasibility, and the method by which each will be evaluation for effectiveness.

6. <u>Develop GSP Implementation Program, Costs, Detailed Schedule, and Reporting</u> Compile and organize information necessary for completing GSP administration.

7. Compile Complete GSP for Adoption by GSA

Compile and adopt complete GSP. Submit the complete and adopted GSP to the California Department of Water Resources, SGMA Portal.

Deliverables:

- Adopted GSP
- Proof of Adopted GSP submittal to DWR Project Manager

Exhibit B BUDGET

Project Title: Big Valley Groundwater Basin GSP

Grantee: <u>Lake County Watershed Protection District</u>
Project serves a need of a Disadvantaged Area?: <u>Yes</u>

Local Cost Share Required: 0%

| Budget Categories | Grant Amount | Local Cost Share (Non-State Fund Source) | Total Cost | % Local Cost Share |
|---------------------------------------|-----------------|---|-------------|--------------------------|
| (a) Grant Agreement Administration | \$13,705 | \$0 | \$13,705 | |
| (b) Stakeholder Engagement / Outreach | \$50,000 | \$0 | \$50,000 | |
| (c) GSP Development | \$1,328,500 | \$0 | \$1,328,500 | |
| TOTAL: | \$1,392,205 | \$0 | \$1,392,205 | 0% |

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Exhibit C SCHEDULE

Project Title: Big Valley Groundwater Basin GSP

| Categories | Start Date ¹ | End Date ¹ |
|---------------------------------------|-------------------------|-----------------------|
| (a) Grant Agreement Administration | 11/07/2019 | 04/30/2022 |
| (b) Stakeholder Engagement / Outreach | 12/01/2019 | 01/31/2022 |
| (c) GSP Development | 12/01/2019 | 01/31/2022 |

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee should adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

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Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. Separate Accounting of Funding Disbursements: the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.
- D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.3. <u>AMENDMENT:</u> This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.
- D.4. <u>AMERICANS WITH DISABILITIES ACT:</u> By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 10, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- D.6. <u>BUDGET CONTINGENCY:</u> If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. <u>CALIFORNIA CONSERVATION CORPS:</u> The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9. <u>CHILD SUPPORT COMPLIANCE ACT:</u> The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
 - A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. <u>CLAIMS DISPUTE:</u> Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' State Contracting Manual rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.
- D.12. <u>COMPUTER SOFTWARE:</u> The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
 - A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. <u>DELIVERY OF INFORMATION, REPORTS, AND DATA:</u> The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. <u>DISPOSITION OF EQUIPMENT:</u> The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. <u>DRUG-FREE WORKPLACE CERTIFICATION:</u> Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. <u>EASEMENTS:</u> Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.18. GRANTEE'S RESPONSIBILITIES: The Grantee and its representatives shall:
 - A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule".
 - B. Must maintain eligibility requirements as outlined in the 2019 Guidelines and 2019 PSP.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.
 - F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
 - G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.

- H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
- I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.19. <u>GOVERNING LAW:</u> This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20. <u>INCOME RESTRICTIONS:</u> The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.21. <u>INDEMNIFICATION:</u> The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22. <u>INDEPENDENT CAPACITY:</u> The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.23. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.24. <u>INSPECTIONS OF PROJECT BY STATE:</u> The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.25. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: http://www.dir.ca.gov/lcp.asp. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.26. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of less than 20 percent (20%) of any line item within the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.27. NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.28. <u>OPINIONS AND DETERMINATIONS:</u> Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29. <u>PERFORMANCE BOND:</u> Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.30. PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.31. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.32. <u>PROJECT ACCESS:</u> The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.33. <u>REMAINING BALANCE:</u> In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.34. <u>REMEDIES NOT EXCLUSIVE:</u> The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.35. <u>RETENTION:</u> The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Project Report is approved. At the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single Component may be released when that Component is complete and the Final Component Completion Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project or an approved Component upon request.
- D.36. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.37. <u>SEVERABILITY:</u> Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.38. <u>SUSPENSION OF PAYMENTS:</u> This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
 - A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.39. <u>SUCCESSORS AND ASSIGNS:</u> This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.40. <u>TERMINATION BY THE GRANTEE:</u> Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.41. <u>TERMINATION FOR CAUSE:</u> Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."

- D.42. <u>TERMINATION WITHOUT CAUSE:</u> The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.43. <u>THIRD PARTY BENEFICIARIES:</u> The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.44. <u>TIMELINESS</u>: Time is of the essence in this Grant Agreement.
- D.45. <u>UNION ORGANIZING:</u> The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
 - A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E AUTHORIZING RESOLUTION ACCEPTING FUNDS

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BOARD OF DIRECTORS, COUNTY OF LAKE, STATE OF CALIFORNIA LAKE COUNTY WATERSHED PROTECTION DISTRICT

RESOLUTION AUTHORIZING THE LAKE COUNTY WATERSHED PROTECTION DISTRICT TO ACCEPT AWARDED FUNDS FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES 2019 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM PLANNING ROUND 3 FOR THE DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE BIG VALLEY GROUNDWATER BASIN

RESOLUTION NO. 2020-59

WHEREAS, California voters approved the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to provide funding to implement the objectives of the California Water Action Plan; and

WHEREAS, California voters approved the Parks and Water Bond Act of 2018 (Proposition 68) to provide funding to develop and implement sustainable regional groundwater management plans; and

WHEREAS, the California Department of Water Resources (DWR) is administering the 2019 Sustainable Groundwater Management Grant (SGM) Program's Planning Grant Round 3 solicitation using funds authorized by Proposition 1 and Proposition 68; and

WHEREAS, the 2019 SGM Program's Planning Grant Round 3 allocates \$50 million for projects focused on the development and implementation of groundwater plans and projects in accordance with groundwater planning requirements established under Water Code 79775; and

WHEREAS, the Lake County Watershed Protection District (District) on behalf of the Big Valley Groundwater Sustainability Agency (GSA) applied for funds for the 2019 SGM Program's Planning Grant Round 3 on November 15, 2019 for a total amount of \$1,392,205 for the planning and development of the Big Valley Groundwater Sustainability Plan (GSP); and

WHEREAS, DWR notified the District of the awarded funds of \$1,392,205 with \$0 cost share on March 18, 2020 for the development of the Big Valley GSP upon completion of a Grant Agreement between DWR and the District.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Lake County Watershed Protection District acting as the Big Valley GSA authorizes the District to accept the awarded funds of \$1,392,205 for the development of the Big Valley GSP and authorizes the Director of the Lake County Water Resources Department to serve as the authorized signatory authority and execute and enter into an Agreement with DWR to authorize any future amendments, and sign invoices and reports for the signed Agreement.

THIS RESOLUTION was passed by the Board of Directors of the Lake County Watershed Protection District, at a regular meeting thereof held on $\frac{\text{May}}{2}$, 2020 by the following vote:

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| AYES: Supervisors Sabatier, Crandell, Scott, Brown, and Simon | |
|---|---|
| NOES: None | |
| ABSENT OR NOT VOTING: None | |
| DocuSigned by: | |
| Moke Simon | |
| (Chair, Board of Directors) | • |
| | |
| ATTEST: Carol J. Huchingson | |
| Clerk of the Board | |
| DocuSigned by: | |
| By: _ Johanna Delong | |
| 59FFFBEED8A3450 | |
| TOUR . | |
| APPROVED AS TO FORM: Anita Grant | |
| County Counsel | |
| DocuSigned by: | - |
| By: //hi/a.Z. brow/ | 4 |
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Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. QUARTERLY PROGRESS REPORTS

A Progress Report template will be provided by the assigned Grant Manager. Grantees must
use the template provided for all Quarterly Progress Reports to obtain reimbursement and credit
for local cost share reported. The Progress Report must accompany an Invoice and be
numbered the same for ease of reference for auditing purposes.

1. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format.

<u>EXECUTIVE SUMMARY</u> – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - o A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:

- Accounting of the cost of project expenditure;
- o Include all internal and external costs not previously disclosed; and
- A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

2. GRANT COMPLETION REPORT

Grant Completion Reports shall generally use the following format.

<u>EXECUTIVE SUMMARY</u> – The Executive Summary consists of a maximum of ten (10) pages summarizing information for the grant as well as the individual components.

REPORTS AND/OR PRODUCTS – The following items should be provided

- Brief comparison of work proposed in the original 2019 SGWP Grant application and actual work done.
- Brief description of the Project or components completed and how they achieve either or both of the following:
 - Serve SDAC(s) and support groundwater sustainability planning and management in the basin (Implementation Projects); and/or
 - o Support planning, development, and/or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations (GSP Development Projects).
- Identify remaining work and mechanism for their implementation (Implementation Projects).
- If applicable (e.g., if a DAC, EDA, or SDAC Cost Share Waiver was approved), a discussion of the benefits to DAC, EDA, and/or SDAC as part of this Grant Agreement.

COSTS AND DISPOSITION OF FUNDS

A summary of final funds disbursement for the Project, or each component.

ADDITIONAL INFORMATION - Any relevant additional Information should be included.3

3. POST-PERFORMANCE REPORT

The Post-Performance Report should be concise and focus on how (each/the) project or component is actually performing compared to its expected performance; whether the project or component is being operated and maintained, and providing intended benefits as proposed (for Implementation Project or components). The Post-Performance Report should follow the same general format and provide requested information as required to be included in the Project Monitoring Plan (Exhibit K). As applicable, the following information, at a minimum, shall be provided:

REPORTS AND/OR PRODUCTS:

- Time period of the annual report (e.g., January 2018 through December 2018)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits as stated in the original 2019 SGWP Grant application. Where applicable, the reporting should include quantitative metrics (i.e., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project and/or Component Monitoring Plan discussed in Paragraph 18 of this Grant Agreement.
 Any additional information relevant to or generated by the continued operation of the project.

Grant Agreement No. 4600013563 Page 25 of 28

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online the Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: http://www.water.ca.gov/groundwater/casgem/.

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Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS FOR GRANTEES

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

- 1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
- 2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
- 3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
- 4. Prior audit reports on the State funded Program/Project.

State Funding:

- 1. Original Grant Agreement, any amendment(s) and budget modification documents.
- 2. A listing of all bond-funded grants, loans, or subventions received from the State.
- 3. A listing of all other funding sources for each Program/Project.

Contracts:

- 1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
- 2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

- 1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
- 2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
- 3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

- 1. Receipts (copies of warrants) showing payments received from the State.
- 2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
- 3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
- 4. Bank statements showing the deposit of the receipts.

Accounting Records:

- 1. Ledgers showing entries for funding receipts and cash disbursements.
- 2. Ledgers showing receipts and cash disbursement entries of other funding sources.
- 3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

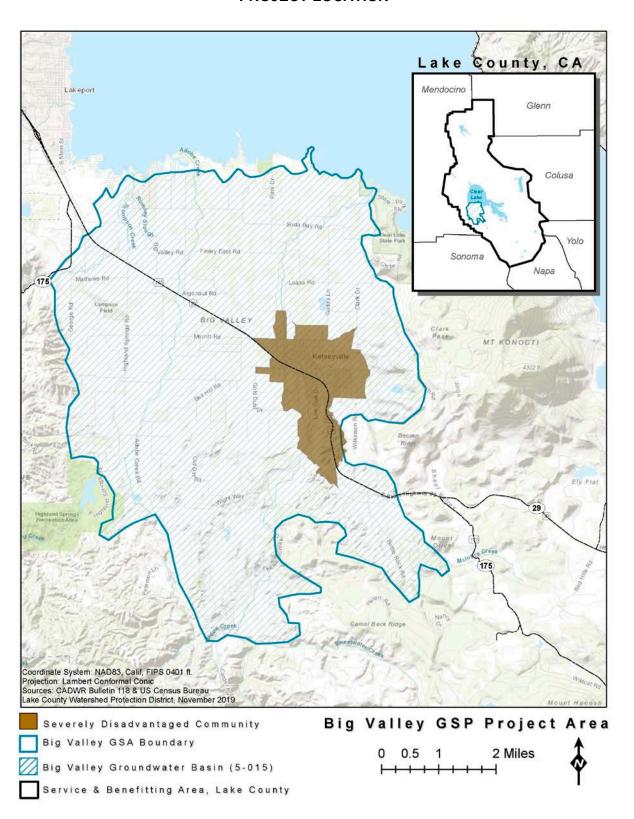
Grant Agreement No. 4600013563 Page 27 of 28

- 1. List of all contractors and Agency staff that worked on the State funded Program/Project.
- 2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

- 1. All supporting documentation maintained in the project files.
- 2. All Grant Agreement related correspondence.

Exhibit I PROJECT LOCATION





COUNTY OF LAKE

WATER RESOURCES DEPARTMENT

255 N. Forbes Street Lakeport, California 95453

Telephone (707) 263-2344

Fax (707) 263-1965

Scott De Leon
Water Resources Director

Marina Deligiannis
Deputy Water Resources Director

REQUEST FOR PROPOSALS

Professional Consulting Services
For
Big Valley Groundwater Basin (5-015) Groundwater Sustainability Plan (GSP)
Lake County, CA

ATTACHMENT C - PROPOSAL REQUIREMENTS CHECKLIST

PROJECT UNDERSTANDING AND APPROACH

Proposals should include an overview of the Consultant's understanding of the services to be provided and approach to the successful completion of the Project at hand. The Project Understanding and Approach overview should include, at a minimum, the following items:

- a. A detailed description of the Consultant's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Scope of Services as outlined in this RFP.
- A detailed description of the proposed deliverables for each task and subtask as outlined in Section 3.0 of this RFP – Scope of Services for GSP development.
- c. A detailed description of the management strategies that will be utilized by the Consultant in order to achieve the goals and the objectives of the Project as outlined in this RFP.
- d. A detailed description of the expected communication channels between the Consultant and County to ensure that the expectation as outlined in this RFP will be performed to the County's satisfaction.
- e. A detailed description on the Consultant's approach and ability to function in a virtual environment including proposed communication and coordination efforts between a variety of basin stakeholders.

FIRM QUALIFICATIONS AND CLIENT REFERENCES

Proposals should include a description of the Consultants services and qualifications including:

a. A minimum of two projects of similar scope and complexity your firm has completed in the last three (3) years. These reference projects must be

itemized by name, type, location, date of work, approximate dollar value of construction, approximate dollar value of services rendered, and client name and telephone number.

- b. A detailed description of resources, contacts, connections the Consultant intends to leverage to maximize your budget for the GSP development.
- c. A detailed description of any experience your firm has coordinating with tribes, SDAC/DAC communities, agricultural communities, listed species, or rural communities.

STAFFING ORGANIZATION AND QUALIFICATIONS

Proposals should include a description of the staffing organization and qualifications including:

- a. A detailed description outlining the size of the firm, depth of staffing resources, and contingency planning if the primary day-to-day contact is unable to continue on the contract.
- b. A detailed description of Project Team Member's names, roles and responsibilities (only those members that will be working directly or on a day to day basis with the Department), and provide a summary of the qualifications and experience for each team member.
- c. A detailed description of the Consultant's level of knowledge with SGMA, the GSP process, experience in grant compliance, or projects with state-mandated requirements.

If there are multiple firms submitting a Proposal as a single Consultant, please delineate which firm will be doing what work and the proposed coordination efforts between each firm. If there is a prime-subcontractor relationship, please provide evidence of past successful partnerships, either in previous prime-subcontractor work or in the exact proposed partnership

PROJECT SCHEDULE / WORK PLAN

Each work element shall be broken down into the required tasks and the respective man hours shall be included. Proposers shall include a project schedule following requirements as outlined in this RFP. Schedules must be represented via a Gantt chart with project activities separated by task with their duration noted on the overall project timeline.

Attachment D

REQUEST FOR PROPOSALS

Professional Consulting Services
For
Big Valley Groundwater Basin (5-015) Groundwater Sustainability Plan (GSP)
Lake County, CA

<u>ATTACHMENT D - SAMPLE AGREEMENT</u>

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR BIG VALLEY GROUNDWATER BASIN (5-015) GROUNDWATER SUSTAINABILITY PLAN (GSP) LAKE COUNTY, CA

| This Agreement is ma | ade and entered into this | day of | , 20 <mark>[]</mark> by and |
|---------------------------|---------------------------------|---------------------------|-----------------------------|
| between the Lake County ' | Watershed Protection District | , hereinafter referred to | as 'DISTRICT", and |
| (NAME OF CONSULTANT) | , hereinafter referred to as "C | ONSULTANT". | |

WHEREAS, the California Department of Water Resources (DWR) is administering the 2019 Sustainable Groundwater Management Grant (SGM) Program's Planning Grant Round 3 solicitation using funds authorized by Proposition 1 and Proposition 68; and

WHEREAS the Lake County Watershed Protection District (District) on behalf of the Big Valley Groundwater Sustainability Agency (GSA) applied for funds for the and was awarded funds through 2019 SGM Program's Planning Grant Round 3 for a total amount of \$1,392,205 for the planning and development of the Big Valley Groundwater Sustainability Plan (GSP); and

WHEREAS, the DISTRICT requires assistance for the development and implementation of a GSp for the Big Valley basin; and

WHEREAS, CONSULTANT is a licensed professional in the State of California and is qualified and willing to provide said services.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

I. SCOPE OF SERVICES

- A. CONSULTANT shall perform the services described in "Exhibit A", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and "Exhibit A", the provisions of this Agreement shall control.
- B. <u>Time of Beginning and Completion of Services</u>: Work on the PROJECT shall begin no later than ten (10) calendar days after CONSULTANT's receipt of a DISTRICT issued Notice to Proceed. CONSULTANT shall perform services within the times or by the dates provided in Exhibit "A", which by reference is made a part hereof, except that, if applicable, the schedule may be adjusted to reflect any delay in issuance of the Notice to Proceed, or other delay factors not subject to CONSULTANT control.

II. DISTRICT'S RESPONSIBILITIES

The DISTRICT's responsibilities will include the payment for the CONSULTANT's services and the time period within which payment must be made. Additionally, the DISTRICT may agree to provide certain information, documents, work space, and/or materials.

A. <u>DISTRICT Furnished Data</u>: DISTRICT will provide to CONSULTANT all data in DISTRICT's possession relating to CONSULTANT's services on the PROJECT.

- B. <u>Access to Facilities and Property</u>: DISTRICT will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services. DISTRICT will be responsible for all acts of DISTRICT's personnel.
- C. <u>Timely Review</u>: DISTRICT will examine CONSULTANT's studies, reports, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other Consultants as DISTRICT deems appropriate; and render in writing decisions required by DISTRICT in a timely manner.

County of Lake Water Resources Department 255 N. Forbes Street, Room 309

Lakeport, California 95453 Attn: Scott De Leon

Upon satisfactory completion of services enumerated in ARTICLE I herein, the final payment of any balance will be due upon receipt of the final invoice. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work.

B. <u>Interest:</u> Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting thirty (30) days after receipt of invoice and required documentation. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. DISTRICT will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If DISTRICT fails to make payment in full to CONSULTANT for services within sixty (60) days of the date due for any uncontested billing, CONSULTANT may, after giving seven (7) days written notice to DISTRICT, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to DISTRICT for delays or damages caused DISTRICT because of such suspension of services.

C. <u>Compensation:</u> The method of payment for this contract will be based on Specific Rates of Compensation set forth in Exhibit "A" which include labor costs, overhead rates, fee and Direct Costs. Direct Costs for Sub Consultants will be billed as actual costs. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT. For all services and CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "A" provided however, total payments to CONSULTANT shall not exceed the sum of ([INSERT AGREEMENT AMOUNT HERE]) without prior written authorization by DISTRICT and formal Amendment to this Agreement:

VII. TERM

This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2022, unless earlier terminated as hereinafter provided. This term may be extended an appropriate period of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment by modification of this agreement as hereafter provided.

VIII. <u>DUE PERFORMANCE-DEFAULT</u>

Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ten (10) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure 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 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.

- C. **Automobile Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONSULTANT'S business in an amount not less than One Million Dollars (\$1,000.000.00) combined single limit coverage per occurrence.
- D. Professional Liability Insurance. CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which CONSULTANT, its employees, subcontractors, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.
- E. **Subcontractors.** CONSULTANT shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the DISTRICT for each subcontractor which shall be subject to review and approval by DISTRICT. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONSULTANT described with particularity herein below.
- F. **Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The DISTRICT, its officers, officials, employees, and designated agents 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 Agreement until he has had delivered to DISTRICT the Additional Insured Endorsements required herein. This provision is not intended to extend to construction contractors contracted by the DISTRICT to perform the work of improvement.

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.

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

Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At the option of DISTRICT, either CONSULTANT shall reduce or eliminate such deductibles or self-- insurance retentions as they apply to DISTRICT or CONSULTANT shall provide a financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONSULTANT under this Agreement shall be placed with insurers with a current AM. 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.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, CONSULTANT agrees to maintain required coverage for a period of three years.

Agreement, CONSULTANT shall employ the following key personnel: [INSERT CONSULTANT KEY PERSONAL NAME]

3. In the event that any of CONSULTANT's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of

CONSULTANT's control, CONSULTANT shall be responsible for timely provision of adequately qualified replacements.

- **B.** 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.
- C. 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.
- D. 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.
- E. Interest of CONSULTANT. CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, rio interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.
- F. Covenant against Contingent Fees. The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the DISTRICT shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- G. Laws to be observed. CONSULTANT will comply with all laws, regulations, orders, and decrees applicable to the PROJECT. Indemnify and defend the DISTRICT against any claim or liability arising from the violation of a law, regulation, order, or decree by CONSULTANT or your employees. Immediately report to the Contract Manager a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the DISTRICT incurs any fines or penalties because of CONSULTANT's failure to comply with a law, regulation, order, or decree, the DISTRICT will deduct the amount of the fine or penalty.

Immediately notify the Contract Manager, if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

XIII. 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 the CONSULTANT from DISTRICT under this Agreement may be assigned by the CONSULTANT to a bank, a trust company, or other financial institution without such approval. Written notice of any such

- D. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.
- E. CONSULTANT may copyright reports or other agreement products.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

XVIII. RETENTION OF RECORDS / AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 ET. Seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 10532, the CONSULTANT, subcontractors and the DISTRICT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The DISTRICT shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

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

XX. 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.

XXI. SEVERABILITY

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

XXII. NON-APPROPRIATION

In the event DISTRICT is unable to obtain funding at the end of each fiscal year for professional engineering services required during the next fiscal year, DISTRICT shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to DISTRICT, CONSULTANT hereby expressly and irrevocably waives its right to such remedy.

XXIII. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the DISTRICT's operations, which is designated confidential by the DISTRICT and made available to the

XXVII. DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the DISTRICT's Contract Manager and Department Head, who may consider written or verbal information submitted by the CONSULTANT.
- B. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

XXVIII. SAFETY

- A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the DISTRICT Safety Officer and other DISTRICT representatives
- B. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

XXIX. SUBCONTRACTING

- A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the DISTRICT's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subconcontractors must be approved in writing by the DISTRICT's Contract Manager.

XXX. STATEMENT OF COMPLIANCE

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

XXXI. <u>DEBARMENT AND SUSPENSION CERTIFICATION</u>

A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the DISTRICT.

XXXVIII.

ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

| DISTRICT and CONSULTANT have executed this Agreement on the day and year first written above. | | | | | |
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Exhibit D



COUNTY OF LAKE WATER RESOURCES DEPARTMENT

255 N. Forbes Street Lakeport, California 95453

Telephone (707) 263-2344 Fax (707) 263-1965 Scott De Leon
Water Resources Director

Marina Deligiannis
Deputy Water Resources Director

January 26, 2021

ADDENDUM NO. 1

SUBJECT:

Professional Consulting Services for Big Valley Groundwater Basin (5-015) Groundwater

Sustainability Plan (GSP) Lake County, CA.

RFP NO. 21-02

The purpose of this addendum is to clarify, modify, delete, or add to the Specifications and/or Plans for the subject project, and revisions listed here shall supersede descriptions thereof prior to above date. All additions not specifically referenced here shall remain the same. It is the obligation of the General Contractor to make subcontractors aware of any items herein that may affect submitted bids. The addendum shall become a part of the Contract Documents.

IF YOU SUBMIT A BID, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THE BID.

This Addendum consists of the following items:

- I. Questions submitted by email, and the corresponding answers are as follows:
 - 1.) Question: The Grant funding budget includes \$50K for Public Outreach. What is the scope of work for this grant task relative to GSP development and who will be conducting the work? Answer: It is the intent of the County to leverage Public Outreach efforts and materials developed under the Facilitation Support Services (FSS) as provided by Stantec Consulting Services awarded to the County by the California Department of Water Resources (DWR). The awarded Proposer will be tasked with ensuring all tasks as outlined in the Work Plan are met for the successful completion of the Project. For further information on the Work Plan, please refer to Exhibit A, Category B of the DWR SGM Agreement (Attachment B of the RFP).
 - 2.) Question: Page 3 of the RFP refers to the services of Stantec under DWR's FSS program. What is the scope of services for Stantec in completion of outreach for the GSP development?
 Answer: Stantec' s scope of services under DWR's FSS Program fall under the nine categories in support of DWR's Sustainable Groundwater Management Program (SGM) listed below:

- 1. Stakeholder Assessments
- 2. Governance Development
- 3. Stakeholder Communication and Engagement Planning and Support
- 4. Public and Stakeholder Outreach
- 5. Targeted Outreach to Underrepresented Groundwater Users
- 6. Tribal Government Outreach and Engagement
- 7. Meeting Facilitation
- 8. Intra-Basin and Inter-Basin Coordination Support
- 9. Interest-Based Negation
- 3.) **Question:** Has Stantec completed a stakeholder assessment, meeting summaries, a draft Communication and Engagement Plan, or other outreach related document? Are the documents available to proposers?

Answer: Stantec has created, to date, a Stakeholder Assessment and are currently in the process of completing a draft Communication and Engagement Plan. The awarded Proposer will be provided all outreach related documents as they are completed.

- 4.) **Question:** Page 4 refers to the Big Valley GSA Advisory Committee. What is the status of forming and convening the Advisory Committee? Who are its members? Is supporting the creation of the Advisory Committee part of the scope of the RFP?
 - Answer: The formation of the GSA and GSA Advisory Committee are not intended to serve as part of the scope for the RFP. The Big Valley GSA was formed in 2019 and is made up of the Board of Supervisors of the Lake County Watershed Protection District. The Big Valley GSA Advisory Committee is made up representatives from the following entities; Big Valley Band of Pomo Indians, Lake County Special Districts, Chi Council for the Clear Lake Hitch, Lake County Farm Bureau, Kelseyville Unified School District, and private well owners.
- 5.) Question: What is the role of County staff in developing the GSP? Does the project budget need to include funding for County staff? Is the County seeking support for the preparation of quarterly reporting and reimbursement packages to be submitted to DWR?
 Answer: The County serves as the GSA Representative and liaison for GSA / GSP development for DWR and the community. Interested Proposers are not expected to identify and allocate County staff time in their submitted Proposals. Interested Proposers are expected to only outline costs associated with Proposers efforts from the \$1,328,500.00 budget. The County does not expect the awarded Proposer to develop and prepare SGM Grant Progress Reports and reimbursement package for DWR but instead provide any necessary documents to support the County in preparing the SGM Grant Reporting and Invoicing per Grant Agreement requirements.
- 6.) **Question:** Section 6.4 requires a project schedule what start date should be assumed, following consultants selection and contract approval?

Answer: The County anticipates the selection of a Consultant will take place on and the anticipated start date is March 2, 2021. The awarded Proposer is expected to commence work immediately after awarded an Agreement for Professional Consulting Services for Big Valley Groundwater Basin (5-015) Groundwater Sustainability Plan (GSP) Lake County, CA.

- 7.) Question: Section 7.0 refers to, "attachments included in this RFP which are required to be submitted with the proposal," however no such attachments are identified. Please clarify. Answer: As outlined in Section 7.0 of the RFP, Attachments A-D are included and are expected to be included in the submitted Proposal.
- 8.) Question: Section 7.0 states that staff resumes are included in the 50-page limit, however the RFP only requests a "summary of qualifications and experience for each team member," in Section 6.3. Please clarify whether comprehensive resumes are being requested.
 Answer: Sections 6.2 and 6.3 of the RFP outline the requested information for qualifications and experience of each team member tasked with ensuring the completion for the Project at hand. Section 8.1 outlines the evaluation criteria used to select the most qualified consultant. It will be up to the interested consultants to best portray the qualifications and experience for their team members.
- 9.) **Question:** Section 8.0 refers to the County's Consultant Selection Board Policy. Is this policy available to proposers?

Answer: Please refer to County of Lake, Code of Ordinance – Chapter 2 Administration, Article X. Purchasing for more information on the County's Consultant Selection Board Policy https://library.municode.com/ca/lake county/codes/code of ordinances?nodeId=COOR CH2AD A RTXPU

10.) **Question:** Proposal evaluation criteria do not include estimated project costs. A cost estimate is not identified in the Attachment C - Proposal Requirements Checklist (although Attachment C does request the number of man-hours for each task). We initially interpreted that to mean that you do NOT want submitters to include a cost estimate. However, Section 7.0 of the RFP indicates that a cost estimate is requested. Should we assume that a cost estimate is requested, and if so, how does the cost estimate factor into the evaluation process?

Answer: Section 7.0, page 10, of the RFP outlines the evaluation criteria and selection process. A cost estimate will not be evaluated as a criteria for the selection process but proposers are advised to include a cost proposal with their RFP.

11.) **Question:** Can you share what firms received the RFP, or minimally, how many firms received the RFP?

Answer: To date, there are 37 firms who have requested information on the released per the County of Lake Bids and RFP's page. http://www.lakecountyca.gov/Business/WithCounty/RFP.htm

12.) **Question:** The schedule to prepare and finalize a GSP by 31Jan2022 is very tight. With proposals due on 04Feb21, when will the County select a firm for this project?

Answer: Please refer to question #6 of the Addendum.

13.) **Question:** The funds available for this project are \$1,328,500 (Section 3.0 Budget). Exhibit B Budget shows GSP Development (\$1,328,500) as a separate budget category from Grant Agreement

Administration (\$13,705) and Stakeholder Engagement/Outreach (\$50,000). Does that mean that the Grant Agreement Administration and Stakeholder Engagement/Outreach are NOT a part of this RFP and we should not include them in our proposal? Section 6.2 Firm Qualifications and Client References requests that proposers submit "A detailed description of any experience your firm has coordinating with tribes, SDAC/DAC communities, agricultural communities, listed species, or rural communities." Attachment C – Proposal Requirements Checklist includes item (e) "A detailed description on the Consultant's approach and ability to function in a virtual environment including propose communication and coordination effort between a variety of basin stakeholders." These items sound like stakeholder outreach is expected to be addressed in our proposal. Please clarify.

Answer: Correct, Task (a) Grant Agreement Administration and Task (b) Stakeholder Engagement / Outreach

14.) **Question:** Who prepared the grant application?

Answer: Lake County Water Resources staff prepared and submitted the grant application under DWR's Sustainable Groundwater Management (SGM) Grant Program – Round 3 Planning.

- 15.) **Question:** The RFP identifies the full \$1,328,500 as being available for preparation of the GSP. Does that amount include the GSAs staff time, as well as the GSP Consultant effort? If so, what portion of the budget should be allocated for GSA staff time and expenses?
 - **Answer:** Interested Proposers are not expected to identify and allocate GSA Staff time in their submitted Proposals. Interested Proposers are expected to only outline costs associated with Proposers efforts from the \$1,328,500.00 budget.
- 16.)Many GSAs have a separate website for their GSP preparation and overall SGMA compliance. Will the GSA be preparing such a website for communicating with the public (e.g., posting meeting agenda and minutes, sharing draft GSP sections for public comment, etc.)?
 Answer: Yes, information on the Big Valley GSA and GSP Development can be found by following the link:http://www.lakecountyca.gov/Government/Directory/WaterResources/Programs Projects/G
- 17.) **Question:** How often does the GSA meet? Monthly? **Answer:** The Big Valley GSA will be meeting on a monthly basis.

roundwater Management/Big Valley GSA.htm

18.) **Question:** Please provide the complete contract. Attachment D appears to be incomplete. **Answer:** The complete draft Contract as outlined in the RFP Attachment D can be found as Attachment A of the Addendum.

END OF ADDENDUM NO. 1

REQUEST FOR PROPOSALS

Professional Consulting Services For Big Valley Groundwater Basin (5-015) Groundwater Sustainability Plan (GSP) Lake County, CA

<u>ATTACHMENT D – SAMPLE AGREEMENT</u>

AGREEMENT FOR PROFESSIONAL
CONSULTING SERVICES FOR
BIG VALLEY GROUNDWATER BASIN (5-015)
GROUNDWATER SUSTAINABILITY PLAN (GSP)
LAKE COUNTY, CA

| | This Agreement is ma | ade and entered into this | day of | , 20 <mark>[]</mark> by and |
|---|------------------------|--|---------------------------|-----------------------------|
| k | etween the Lake County | Watershed Protection District | , hereinafter referred to | as 'DISTRICT", and |
| (| NAME OF CONSULTANT | <mark>)</mark> , hereinafter referred to as "C | ONSULTANT". | |

WHEREAS, the California Department of Water Resources (DWR) is administering the 2019 Sustainable Groundwater Management Grant (SGM) Program's Planning Grant Round 3 solicitation using funds authorized by Proposition 1 and Proposition 68; and

WHEREAS the Lake County Watershed Protection District (District) on behalf of the Big Valley Groundwater Sustainability Agency (GSA) applied for funds for the and was awarded funds through 2019 SGM Program's Planning Grant Round 3 for a total amount of \$1,392,205.00 for the planning and development of the Big Valley Groundwater Sustainability Plan (GSP); and

WHEREAS, the DISTRICT is intending to use funds awarded by DWR for the Big Valley GSP Development and;

WHEREAS, the DISTRICT requires assistance for the development and implementation of a GSP for the Big Valley basin; and

WHEREAS, CONSULTANT is a licensed professional in the State of California and is qualified and willing to provide said services; and

NOW, THEREFORE, it is mutually agreed by the parties as follows:

l. SCOPE OF SERVICES

- A. CONSULTANT shall perform the services described in "Exhibit A", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and "Exhibit A", the provisions of this Agreement shall control.
- B. <u>Time of Beginning and Completion of Services</u>: Work on the PROJECT shall begin no later than ten (10) calendar days after CONSULTANT's receipt of a DISTRICT issued Notice to Proceed. CONSULTANT shall perform services within the times or by the dates provided in Exhibit "A", which by reference is made a part hereof, except that, if applicable, the schedule may be adjusted to reflect any delay in issuance of the Notice to Proceed, or other delay factors not subject to CONSULTANT control.

II. DISTRICT'S RESPONSIBILITIES

The DISTRICT's responsibilities will include the payment for the CONSULTANT's services and the time period within which payment must be made. Additionally, the DISTRICT may agree to provide certain

information, documents, work space, and/or materials.

- A. <u>DISTRICT Furnished Data</u>: DISTRICT will provide to CONSULTANT all data in DISTRICT's possession relating to CONSULTANT's services on the PROJECT.
- B. <u>Access to Facilities and Property</u>: DISTRICT will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services. DISTRICT will be responsible for all acts of DISTRICT's personnel.
- C. <u>Timely Review</u>: DISTRICT will examine CONSULTANT's studies, reports, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other Consultants as DISTRICT deems appropriate; and render in writing decisions required by DISTRICT in a timely manner.

County of Lake

Water Resources Department 255 N. Forbes Street, Room 309

Lakeport, California 95453 Attn: Scott De Leon

Upon satisfactory completion of services enumerated in ARTICLE I herein, the final payment of any balance will be due upon receipt of the final invoice. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work.

B. <u>Interest:</u> Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting thirty (30) days after receipt of invoice and required documentation. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. DISTRICT will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If DISTRICT fails to make payment in full to CONSULTANT for services within sixty (60) days of the date due for any uncontested billing, CONSULTANT may, after giving seven (7) days written notice to DISTRICT, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to DISTRICT for delays or damages caused DISTRICT because of such suspension of services.

C. <u>Compensation:</u> The method of payment for this contract will be based on Specific Rates of Compensation set forth in Exhibit "A" which include labor costs, overhead rates, fee and Direct Costs. Direct Costs for Sub Consultants will be billed as actual costs. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT. For all services and CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "A" provided however, total payments to CONSULTANT shall not exceed the sum of \$1,392,205.00 without prior written authorization by DISTRICT and formal Amendment to this Agreement:

VII.

TERM

This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2022, unless earlier terminated as hereinafter provided. This term may be extended an appropriate period of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment by modification of this agreement as hereafter provided.

VIII.

DUE PERFORMANCE-DEFAULT

Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ten (10) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure 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 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.

- C. Automobile Liability Insurance. CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONSULTANT'S business in an amount not less than One Million Dollars (\$1,000.000.00) combined single limit coverage per occurrence.
- D. Professional Liability Insurance. CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which CONSULTANT, its employees, subcontractors, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.
- E. **Subcontractors.** CONSULTANT shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the DISTRICT for each subcontractor which shall be subject to review and approval by DISTRICT. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONSULTANT described with particularity herein below.
- F. **Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The DISTRICT, its officers, officials, employees, and designated agents 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 Agreement until he has had delivered to DISTRICT the Additional Insured Endorsements required herein. This provision is not intended to extend to construction contractors contracted by the DISTRICT to perform the work of improvement.

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.

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

Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At the option of DISTRICT, either CONSULTANT shall reduce or eliminate such deductibles or self-- insurance retentions as they apply to DISTRICT or CONSULTANT shall provide a financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONSULTANT under this Agreement shall be placed with insurers with a current AM. 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.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, CONSULTANT agrees to maintain required coverage for a period of three years.

Agreement, CONSULTANT shall employ the following key personnel: [INSERT CONSULTANT KEY]

PERSONAL NAME

- 3. In the event that any of CONSULTANT's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CONSULTANT's control, CONSULTANT shall be responsible for timely provision of adequately qualified replacements.
- **B.** 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.
- C. 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.
- D. 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.
- E. Interest of CONSULTANT. CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, rio interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.
- **F.** Covenant against Contingent Fees. The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the DISTRICT shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- G. Laws to be observed. CONSULTANT will comply with all laws, regulations, orders, and decrees applicable to the PROJECT. Indemnify and defend the DISTRICT against any claim or liability arising from the violation of a law, regulation, order, or decree by CONSULTANT or your employees. Immediately report to the Contract Manager a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the DISTRICT incurs any fines or penalties because of CONSULTANT's failure to comply with a law, regulation, order, or decree, the DISTRICT will deduct the amount of the fine or penalty.

Immediately notify the Contract Manager, if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

XIII. 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 the CONSULTANT from DISTRICT under this Agreement may be assigned by the CONSULTANT to a bank, a trust company, or other financial institution without such approval. Written notice of any such

- D. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.
- E. CONSULTANT may copyright reports or other agreement products.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

XVIII. RETENTION OF RECORDS / AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 ET. Seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 10532, the CONSULTANT, subcontractors and the DISTRICT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The DISTRICT shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

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

XX. 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.

XXI. SEVERABILITY

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

XXII. NON-APPROPRIATION

In the event DISTRICT is unable to obtain funding at the end of each fiscal year for professional engineering services required during the next fiscal year, DISTRICT shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to DISTRICT, CONSULTANT hereby expressly and irrevocably waives its right to such remedy.

XXIII. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the DISTRICT's operations, which is designated confidential by the DISTRICT and made available to the

XXVII. DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the DISTRICT's Contract Manager and Department Head, who may consider written or verbal information submitted by the CONSULTANT.
- B. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

XXVIII. SAFETY

- A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the DISTRICT Safety Officer and other DISTRICT representatives
- B. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

XXIX. SUBCONTRACTING

- A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the DISTRICT's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subconcontractors must be approved in writing by the DISTRICT's Contract Manager.

XXX. STATEMENT OF COMPLIANCE

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

XXXI. <u>DEBARMENT AND SUSPENSION CERTIFICATION</u>

A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the DISTRICT.

XXXVIII.

ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

XXXIX. STANDARD PROVISIONS AND INTEGRATION.

This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A - Standard Terms

Exhibit B - Project Location

Exhibit C – Scope of Work

Exhibit D - Budget

Exhibit E – Project Schedule

Exhibit F - Information Needed for Escrow Processing and Closure

Exhibit G - Property Maintenance Plan

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

[(INSERT CONSULTANT INFORMATION])

Lake County Water Resources Department Scott De Leon Director 255 North Forbes Lakeport, CA 95453 Phone: (707) 263-2344

Email: scott.deleon@lakecountyca.gov

LAKE COUNTY WATER RESOURCES
DEPARTMENT
Scott De Leon
Director

Date_____

IN WITNESS HEREOF, the following authorized representatives have executed this Agreement as of the date first above written and approved as to Legal form and sufficiency.

DISTRICT and CONSULTANT have executed this Agreement on the day and year first written above.

Exhibit E



COUNTY OF LAKE WATER RESOURCES DEPARTMENT

255 N. Forbes Street Lakeport, California 95453

Telephone (707) 263-2344 Fax (707) 263-1965 Scott De Leon
Water Resources Director

Marina Deligiannis
Deputy Water Resources Director

January 29, 2021

ADDENDUM NO. 2

SUBJECT:

Professional Consulting Services for Big Valley Groundwater Basin (5-015) Groundwater

Sustainability Plan (GSP) Lake County, CA.

RFP NO. 21-02

The purpose of this addendum is to clarify, modify, delete, or add to the Specifications and/or Plans for the subject project, and revisions listed here shall supersede descriptions thereof prior to above date. All additions not specifically referenced here shall remain the same. It is the obligation of the General Contractor to make subcontractors aware of any items herein that may affect submitted bids. The addendum shall become a part of the Contract Documents.

IF YOU SUBMIT A BID, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THE BID.

A portion of the answer to question #13 of Addendum No. 1 was inadvertently omitted. The completed answer to #13 is as follows:

Correct, Task (a) Grant Agreement Administration and Task (b) Stakeholder Engagement / Outreach are not a part of the scope of work for this RFP and consultants are to only refer to Category (c) GSP Development of the Budget to develop their Proposal.

END OF ADDENDUM NO. 2

Exhibit F





COUNTY OF LAKE

Response to Request for Proposals for Big Valley Basin (5-015) Groundwater Sustainability Plan

FEBRUARY 4, 2021



February 4, 2021

Scott De Leon, PE Water Resources Director County of Lake 255 N. Forbes Street Lakeport, CA 95453

SUBJECT: Response to Request for Proposal for Professional Services for Big Valley

Groundwater Basin (5-015) Groundwater Sustainability Plan (GSP)

Dear Mr. De Leon:

We are pleased to offer you and your Lake County Water Resources District team this proposal for developing your Big Valley Basin Groundwater Sustainability Plan (GSP) in response to RFP NO. 21-02 and its subsequent NO. 21-02 Addendum 1 and NO. 21-02 Addendum 2.

The Luhdorff & Scalmanini, Consulting Engineers (LSCE) and Stantec Team came together out of the desire to bring Lake County a deeply experienced technical team that knows your region from both past and current work. With a team that has developed GSPs across the state, modeled water balances in rural areas for varied basins, and manages the statewide program to facilitate stakeholder interaction and educate the public, you are getting the resources, connections, and experience needed to begin work immediately and carry it through effectively.

In this proposal, we outline our team, work plan, schedule, and qualifications that have been assembled specifically because they are suited to become an extension of your Lake County Water Resources' team. While we know SGMA requirements and how to meet them, we pride ourselves on developing GSPs and programs that take into account local needs and issues, creating a plan that sets up a basin and its Groundwater Sustainability Agency for the best possible long-term outcome.

Please feel free to contact our proposed Project Manager, Eddy Teasdale at (530) 419-9484 or eteasdale@lsce.com, should you have any additional questions about our proposal or our proposed team.

We would welcome the chance to work on the Big Valley Basin GSP project and continue to move Lake County toward a locally managed and sustainable groundwater future.

Sincerely,

Vicki Kretsinger Grabert

Tecki Kretsinger Frabert

President

Luhdorff & Scalmanini,

Consulting Engineers

Ibrahim Khadam

bali klade

Senior Principal Engineer

Stantec



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Project Understanding and Approach

Understanding of Requirements

With just under a year to develop the Big Valley Basin Groundwater Sustainability Plan (GSP), we are fully aware of how quickly and efficiently the process must happen in Lake County. We are two experienced and successful teams merged into one, specifically for this project.

Our firms combine a specialized Northern California groundwater powerhouse with the expertise and resources of a global team; you get the best of both worlds. Our partnership was forged because we realized that Lake County needed an aggressive timeline and access to the right people for each role on the outlined tasks. We've purposely designed a cross-functional team so that all members know what is going on at any given time, and so each activity is clearly defined yet flexible enough to put the best expert on the task at hand.

Our long history and groundwater experience, including projects associated with the Sustainable Groundwater Management Act (SGMA), allow us to bring the following benefits to the Big Valley Basin GSA:

- We have an established relationship with Lake County Water Resources' staff; we pride ourselves on being an extension of the team.
- We recognize the incredible task before us, and have the connections, resources, and knowledge to get the job done.
- Given our history in the Big Valley Basin, we can begin work immediately without the customary "getting to know you" period.
- We know your stakeholders because we've been in conversation with them, understand their perspectives, and have a strategic plan for bringing them together.
- We know what's unique in Lake County, from your trove of historical well data to special considerations for the Clear Lake Hitch—we'll help you build a GSP that is thoughtful, sound, and most of all, centered around your community.

- We know groundwater and SGMA inside and out as trusted experts that have been and continue to be an advisor to the state on technical and compliance issues.
- Audience outreach and engagement—across all sectors, from ag to environmental groups, and working within disadvantaged communities—is our specialty.
- While we have city connections, we work daily in rural regions, understanding the originality of each community because most of our team members have small-town roots.

We are committed to being good stewards of Lake County's grant from the Department of Water Resources, not just in meeting SGMA requirements and the GSP timeline, but doing so in a thoughtful manner that builds awareness of groundwater issues and positions Big Valley Basin for a sustainable groundwater future. We are committed to communication, knowing it will be the core of our ability to work with Lake County staff, across stakeholders, within our technical team, and with your community. We bring a keen understanding of technical and scientific information that will help interpret Lake County's strong historical data and previous studies, and then apply it to your unique GSP that reflects the Big Valley Basin. We'll do all of these things while sharing with your team the resources and connections that we've collected from decades of groundwater work.

We are groundwater experts.

We know SGMA.

We know GSPs.

We know Lake County.

Let's put those things together and get to work building your Big Valley Basin GSP.



Big Valley Basin Work Plan Outline

Recognizing the District's substantial previous work, our approach encompasses considerable hydrogeologic information already developed for the basin, and based on our work in adjacent basins and elsewhere, provides a fresh perspective. We offer a systematic process that weaves together GSP criteria and basin characterization. Key work plan tasks, our unique approach, and specific deliverables are summarized below.



Task 1 - Project Management

Brief Summary

Regular tracking of schedule and costs, progress updates and periodic meeting with GSA and advisory committees and quarterly progress reports for DWR.

Focused and Cost-Effective Approach

- Communicate frequently and effectively utilizing similar approach as to current work through the facilitation support services work
- Develop a 20-day action plan that will define the critical initial activities
- Coordination progress meetings on a weekly basis

Deliverables

- Prepare monthly progress reports that document project activities
- Identify issues and associated strategies to address issues and overall schedule ad budget status
- Prepare quarterly progress reports for DWR



Task 2 - Communications and Public Comment

Brief Summary

Meeting support, coordination, facilitation, and reporting for technical engagement with GSA Board, Advisory Committee, the public, and specific audiences.

Focused and Cost-Effective Approach

- No learning curve. Our team is leading current outreach efforts in the Big Valley Basin where existing relationship have built trust to help promote consensus
- Leverages current work under the Facilitation Support Services (FSS) contract and our deep knowledge of requirements to maximize communication efforts

Deliverables

- Meeting materials for all Board and Advisory Committee technical updates
- Decision logs and notification archives that track all GSP-development meeting activities
- Public comment summaries



Task 3 - Data Collection

Brief Summary

Compilation of climatic, soils, land use, water supply sources/deliveries, hydrogeologic, water quality, surface water and groundwater data, updating and checking of data sets and data organization.

Focused and Cost-Effective Approach

- Leverage available data
- Capitalize on previous and current data gathering efforts underway by District staff
- Create Data management system utilizing MS-Access

Deliverables

Support GSP Chapter Development

- Chapter 1 Introduction
- Chapter 2 Plan Area and Basin Setting
- Chapter 3 Basin Setting



Task 4 - Define Area Plan and Basin Setting

Brief Summary

Description of the plan area. Include maps of the plan area as well as adjacent groundwater basins (including Scotts Valley). Federal, state, and local agencies within the plan area will be identified.

Describe the Hydrogeologic Conceptual Model including regional geologic and structural setting, lateral and vertical basin boundaries, principal aquifers/aquitards, identification of data gaps and uncertainty, scaled geologic cross-sections, topography, surface geology, soils, recharge and discharge areas, surface water bodies, groundwater conditions.

Focused and Cost-Effective Approach

- Much of this information will involve existing data (e.g., alternative plan submittal, previous groundwater management plans)
- Document the "state of the basin" to provide a common understanding of the current conditions

Deliverables

Support GSP Chapter Development

- Chapter 1 Introduction
- Chapter 2 Plan Area and Basin Setting





Task 5 - Modeling and Water Budget Analysis

Brief Summary

Quantify water budget utilizing a numerical model. Required water budget will quantify groundwater/surface water inflows, groundwater/surface water outflows and change in storage. Water budget will include surface layer component (e.g., infiltration for precipitation, excess irrigation water) and a subsurface component (e.g., outflows from adjacent basin). As required by GSP regulations, water budgets will be developed for historical, current, and projected future conditions

Focused and Cost-Effective Approach

- Develop clear modeling objective and discuss options for modeling approach with District
- Build on similar approach in neighboring basin
- Focus groundwater modeling on necessary activities

Deliverables

Support GSP Chapter Development

- Chapter 2 Plan Area and Basin Setting
- Chapter 3 Sustainable Management Criteria
- Chapter 4 Projects and Management Actions
- Integrated Hydrologic Model Technical Memorandum



Task 6 - Develop Sustainability Management Criteria

Brief Summary

Develop sustainability goal, undesirable results, minimum thresholds, measurable objectives.

Focused and Cost-Effective Approach

- Our team is familiar with the Basin's existing groundwater monitoring well network and has recently analyzed water level trends as part of our proposal review
- Outline the process for developing criteria early in the project
- The Project Team will work with the GSA and basin stakeholders to define the sustainability goals utilizing experience from previous GSP SMC discussions

Deliverables

Support GSP Chapter Development

Chapter 3 – Sustainable Management Criteria



Task 7 - Design Sustainability Progress Monitoring Program

Brief Summary

Develop a monitoring plan, which will include a description of the network objectives. Develop standard sampling protocols for the monitoring network

Focused and Cost-Effective Approach

 The project team has already begun to review existing groundwater and surface water monitoring programs and the GSP monitoring plan will build upon the existing program

Deliverables

Support GSP Chapter Development

Chapter 3 – Sustainable Management Criteria



Task 8 - Identify and Evaluate Projects and Management Actions

Brief Summary

Develop a preliminary list of potential projects and management actions that build upon previous efforts to help in achieving sustainable yield

Focused and Cost-Effective Approach

- Project evaluation will include assessment of both hydrogeologic and economic feasibility of each potential project
- Economic and financial feasibility are assessed in separate, but related evaluations that are used to quantify costs, benefits, and project tradeoffs to determine where the project is affordable and costeffective use of resources
- Integrate projects and management actions with existing water management activities

Deliverables

Support GSP Chapter Development

 GSP Chapter 4 – Projects and Management Action to Achieve Sustainability Goal





Task 9 - Develop GSP Implementation Program, Costs, Detailed Schedule, and Reporting

Brief Summary

Estimate GSP implementation costs, develop GSP implementation schedule and develop plan for annual reporting, develop process for periodic evaluations.

Focused and Cost-Effective Approach

Capitalize on previous experience working on over
 15 GSPs in critically overdrafted subbasins

Deliverables

Support GSP Chapter Development

• GSP Chapter 5 – Plan Implementation



Task 10 - Compile Complete GSP for Adoption

Brief Summary

Comprehensive Administrative Draft GSP, Draft GSP and Final GSP, optional presentation at Adoption Hearing

Focused and Cost-Effective Approach

Develop GSP chapters throughout the process

Deliverables

- Complete GSP utilizing DWR Annotated Outline
- Chapter 1
- Chapter 2
- Chapter 3
- Chapter 4
- Chapter 5
- Appendices

- Interbasin Coordination
- Public Meetings
 - » Technical Appendices
 - » Groundwater Model Documentation
 - » Comments and Responses

An Ambitious Timeline and a Strategic Plan



We recognize that the schedule for Big Valley Basin must be ambitious and streamlined to achieve the January 2022 GSP submission target. We have assembled a senior-level team that has the knowledge and experience to get the job done efficiently and effectively, and most importantly, on budget and on time. Below you will find an at-a-glance Project Schedule, and towards the end of this proposal you can find our detailed Project Budget and Hours Allocation by task at each employee level. We know and understand the need to move forward quickly, and we've spent a great deal of time strategizing and planning for how Lake County can meet its January 2022 GSP deadline.

| | 2021 | | | | | | | | | | 2022 | | | |
|---------|------|---|---|---|---|---|---|---|---|---|------|---|---|---|
| | F | M | A | М | J | J | Α | S | 0 | N | D | J | F | М |
| Task 1 | | | | | | | | | | | | | | |
| Task 2 | | | | | | | | | | | | | | |
| Task 3 | | | | | | | | | | | | | | |
| Task 4 | | | | | | | | | | | | | | |
| Task 5 | | | | | | | | | | | | | | |
| Task 6 | | | | | | | | | | | | | | |
| Task 7 | | | | | | | | | | | | | | |
| Task 8 | | | | | | | | | | | | | | |
| Task 9 | | | | | | | | | | | | | | |
| Task 10 | | | | | | | | | | | | | | |



Management Strategies

Key objectives of the proposed project to develop a GSP for the Big Valley Groundwater Basin are:

Meet the requirements and deadlines outlined in SGMA and DWR's Final GSP Emergency Regulations Guide

Incorporate the needs and knowledge from local stakeholders, the Big Valley GSA, and the Big Valley GSA Advisory Committee

Use best available technical and scientific information from the history of data collection and studies previously conducted within the Basin by the Advisory Committee

Leverage limited available funding and resources for the development and implementation of the GSP

In addition to the goals of developing a GSP that maintains local control and long-term sustainability of the groundwater resources, our team will implement the following management strategies:

Team Capacity, Focus, and Coordination

- Our team brings the deep technical resources of two firms who can accomplish multiple, concurrent tasks to meet the aggressive GSP development schedule.
- Our team will be organized in sub-teams with focused technical scopes on specific elements of the GSP to establish a manageable "span of control" and avoid bottle necks in delivery.
- Our team will follow a defined management structure that facilitates cross-team communications and sharing of information.

Topic-Specific Ad-Hoc Committees for Effective and Targeted Engagement

- Our team proposes to establish topic-specific ad-hoc committees to assist in addressing specific technical elements of the GSP. An ad-hoc committee will include representative stakeholders with specific local knowledge and/or interests related to the targeted subject-matter.
- Examples of targeted topics include: groundwater dependent ecosystems, surface-groundwater interaction, groundwater modeling and water budget, management actions, and projects for GSP implementation.
- The outputs from these ad-hoc committees will feed directly into GSP sections and will serve as inputs for discussions at the larger GSA Advisory Committee meetings.
- Our experienced facilitation team will charter and facilitate these committee meetings to ensure maximum efficiency in way that respects participant's valuable time and ensures meaningful outcomes for the technical team.

Incremental, Sequential Review of GSP Sections

- To address the major challenge of the compressed schedule, we propose implementing an incremental and sequential review of GSP sections (as outlined in our Project Schedule on page 44).
- This approach would allow for early review of GSP sections, as they are developed, by the GSA Advisory Committee members, stakeholders, and interested public. This will effectively expand the GSP review duration to reduce the burden on stakeholders.
- The key advantage of this approach is that by the time the GSP is compiled into a full draft, the GSA Advisory Committee members, stakeholders, and interested public would have had adequate opportunities to review and provide feedback on the plan. This would allow for shortened review period of the full public draft, allowing for sufficient time for the GSA to deliberate and adopt



the GSA ahead of the statuary deadline of January 31, 2022.

 Our team is fully equipped with its deep resources to manage and coordinate the roll out of this incremental review process. We have demonstrated experience in managing similar processes and protocols to efficiently collect, track, incorporate, and document stakeholders' comments and responses.

Communication Channels

To facilitate effective and efficient communications, our team's point of contacts will be:

- Our Project Manager (Eddy Teasdale), who will be the point of contact for all day-to-day communications with Lake County staff.
- Assistant PM (Ibrahim Khadam) will be copied on all communications to stay informed and act as point of contact if the PM is not immediately available.
- Our communications lead (Christy Clark) extend her knowloedge of the Big Valley Basin GSA Advisory Committee and stakeholders to develop clear and consistent communication surrounding GSP developments. Our PM and APM will be copied on all communications, as appropriate, to stay informed and ensure integration of communications with the technical activities.
- Our facilitator (Maritza Flores Marquez) will work closely with the PM, APM, and communications lead to provide an additional layer of project knowledge and to ensure integrated communication.

Our monthly progress meeting with County staff will focus on providing realistic assessment of project progress and key challenges. To facilitate efficient progress tracking and review, we will:

- Establish a baseline schedule for measuring progress. The schedule will track the status of all deliverables, reviews, and revisions.
- Track budgets and percent complete for each task.
- Maintain a shared calendar that tracks all meetings (topics, participants, and agendas).

- Maintain a decision-log that documents key technical decisions.
- Establish web-based repository for all project documents, including schedule and budget trackers, calendar, decisions-log, and meetingslog. A secure Microsoft SharePoint will be established, and appropriate County staff will have full access to all our progress tracking tools.

Approach and Virtual Environment

With its full team of in-house public affairs specialists, Stantec was already offering online and virtual engagement activities years before Covid hit. While others are rushing to learn virtual technology and how to hold online meetings, Stantec is continuing to offer webinars, multifaceted meetings, and research symposiums for its clients.

We are well-versed in a variety of platforms for meetings, webinars, and online engagement, which allows us to select solutions that work not just for a client but for a specific task at hand. There is no cookie-cutter approach to doing SGMA outreach; keeping things local means tailoring programs to fit a specific basin, and we take great pride in getting things right for a community.

How well do we know communities, GSAs, and stakeholders when it comes to public outreach? We helped DWR craft their guidance document for managing SGMA communication in a virtual environment and Stantec currently manages the statewide Facilitation Support Services program overseeing outreach and facilitation efforts in basins statewide.

Our expertise in virtual communication also helps us achieve a higher-functioning team that can streamline processes and efficiently broadcast developments in a virtual environment.



Firm Qualifications and Client References

Prior Related Experience

For over 40 years LSCE has been a leader in conducting scientific groundwater investigations and implementing engineering solutions to solve multidisciplinary problems. Although issues may often be highly contentious, we continue to pioneer novel methods to bring maximum benefit to our clients while considering diverse stakeholders' needs. The LSCE Team holds extensive experience and knowledge of groundwater and water resource management throughout the Sacramento Valley, with expertise in GSP development.

Recently, the LSCE Team has directed similar projects in California resulting in a team of qualified professional with expert local knowledge ready to support the preparation and adoption of the Big Valley GSP. The following project descriptions provide work examples, including groundwater management, groundwater sustainability planning and stakeholder engagement, which the LSCE Team has recently completed that are similar to the services requested in your RFQ . LSCE's approach in maintaining open communication with clients and stakeholders, meeting schedule and budget needs, and providing outstanding service, both technical and non-technical, has earned LSCE a reputation of client satisfaction.

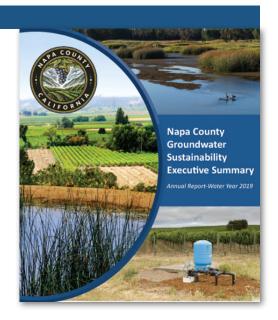
SGMA and GSP Related Services for Napa Subbasin

NAPA COUNTY, CA

TYPE OF PROJECT: Groundwater and Surface Water Projects, GSP Development, Grant Support, Annual Reporting; REFERENCE: Mr. Jeff Sharp, Principal Planner, Napa County, Planning, Building & Environmental Services, 707.259.5936; DATES: 2008 - Present; APPROXIMATE DOLLAR VALUE: \$3.7 million.

Summary of Work Performed

LSCE has been working for Napa County since 2008 and the work is ongoing. LSCE began providing groundwater expertise and technical support services to Napa County during the County's efforts to update its General Plan in 2008. At that time, LSCE worked with County staff to develop water resources and conservation goals and objectives that embodied the County's interests for maintaining water resources sustainability throughout Napa County. LSCE has supported Napa County during the implementation of a broad groundwater management program that includes quantifying sustainable yield in 2016, establishing water use thresholds that guide land use and groundwater permitting activities (including assisting the County in 2015 with updating its Water Availability Analysis guidance for discretionary permits), conducted regular monitoring and reporting on groundwater conditions and trends, and preparing and submitting the final documents of the report titled Napa Valley Groundwater



Sustainability – Basin Analysis Report for the Napa Valley Subbasin (Alternative GSP) in December 2016. Although this Alternative GSP was not approved by DWR on 11/13/2019, the document provides an analysis of the basin and a valuable starting point for GSP development. LSCE has supported groundwater education and outreach efforts on behalf of Napa County, including regular presentations to the Watershed Information



& Conservation Council (WICC), which was formed in 2002 as a permanent advisory committee composed of a diverse stakeholder board, whose responsibilities include connecting community and science to improve watershed health. LSCE has also provided numerous presentations to the County Board of Supervisors (BOS) on groundwater conditions. In 2011, the County BOS created the Groundwater Resources Advisory Committee (GRAC) to advise the BOS on implementation of groundwater goals and action items identified in Napa County's General Plan. The GRAC members met bimonthly for nearly three years and assisted County staff and LSCE with recommendations regarding groundwater, including data collection, monitoring, well pump test protocols, management objectives, and stakeholder engagement. LSCE attended the bimonthly GRAC meetings to provide presentations as needed and to serve as a resource as needed for GRAC deliberations.

As part of the County's comprehensive groundwater management program, LSCE has met with diverse stakeholder groups and also on many occasions with state agency staff, especially DWR, during the implementation of SGMA. Currently, LSCE is providing technical support to the County for the development of the Napa Valley Subbasin GSP, attending monthly meetings of the GSP Advisory Committee, attending meetings of a specially appointed Workgroup (subset of the GSP Advisory Committee), developing an integrated hydrologic model that covers the entire Napa River Watershed, conducting ongoing monitoring at dedicated surface water-groundwater monitoring facilities installed in 2014 with a DWR Local Agency grant. LSCE assisted the County with the preparation of a Proposition 68 application and the County was awarded nearly \$2 million dollars for GSP preparation, model development, and the installation of additional dedicated monitoring facilities.

Key aspects of these services include:

- SGMA assistance including preparation and submittal of a GSP alternative demonstrating existing sustainable groundwater management
- Broad technical assistance to improve understanding and management of water resources
- Gathering available groundwater-related data, developing water resources data management

- system, identifying data gaps, and providing recommendations for water resources monitoring
- Developing updated hydrogeologic conceptualization and characterization of conditions including eight geologic cross-sections
- Refining and further characterizing areas of greater recharge potential
- Analysis of the potential for GW-SW interactions
- Installation of five shallow, dual-completion groundwater monitoring facilities to evaluate GW-SW interactions, and planning for the installation of facilities at four more sites
- Presentation of analyses and interpretations through reports and associated GIS and graphical products
- Designation of a Management Area and related SGMA report
- Submittal of three SGMA Annual Report (and preparing a fourth Report)
- Preparation of the 2022 GSP

Similar Services

- GSP preparation and adoption
- Develop technical components of the GSP
- Develop a road map of GSA funding mechanisms
- Develop a robust data management and mapping system with a web-interface and data download capabilities
- Sustainable yield analysis and water budgeting
- Numerical groundwater modeling
- Evaluating groundwater-surface water interactions
- Data gap analysis, including the identification of key interest areas
- Groundwater monitoring network planning
- Stakeholder outreach

Benefits to Clients

 Advanced hydrogeologic conceptualization to convey an understanding of groundwater management needs prior to SGMA, implementing early management actions to address SGMA requirements, comprehensive water resource technical support, stakeholder outreach, and groundwater modeling.



SGMA and GSP Related Services for Madera and Chowchilla Subbasins

MADERA COUNTY, CA

TYPE OF PROJECT: GSP Development, GSP Implementation, Grant Support, Annual Reporting, Domestic Well Survey, Monitoring Well Installation, Recharge projects to support GSP implementation; REFERENCE: Ms. Stephanie Anagnoson, Director of Water and Natural Resources, Madera County, 559.675.7703; DATES: 2009 - Present; APPROXIMATE DOLLAR VALUE: \$2 million.

Summary of Work Performed

LSCE has been working for Madera County since 2017, prepared two separate GSPS and continue to work for the County on tasks related to GSP implementation for the Madera and Chowchilla Subbasins. Key aspects of these services completed to date for each subbasin include:

- Data compilation involving acquiring and receiving data from public and local entities on all data types needed for the GSP analyses (e.g., groundwater level, water quality, well locations, well construction details, groundwater pumping, water use, land use)
- Identification of GSP data gaps and future needs
- Preparation of HCMs for both subbasins using information obtained through the data request and based on previous studies, supplemented by additional work related to new cross-section development and updating the aquifer parameter database
- Description of the geologic setting and hydrostratigraphy, subbasin lateral and vertical boundaries, evaluation of existing geologic crosssections, preparation of new geologic crosssections, interpretation of groundwater levels and development of maps of groundwater level contours, storage change, groundwater quality, land subsidence, and groundwater-surface water interaction
- Identification of Management Area considerations and highlighting advantages and disadvantages of designating Management Areas for the GSP
- Development of historical basin-wide water budgets and estimates of overdraft based on quantification of surface system and groundwater system inflows and outflows and groundwater storage change over a representative hydrologic base period

- Successful preparation of DWR Proposition 1 grant applications totaling five million dollars for GSP preparation and groundwater monitoring facilities
- Develop list of potential projects and management actions to achieve basin sustainability. Evaluate the technical, economic, and financial feasibility of various projects and management actions to develop priority ranking.
- Preparation of two 2020 GSPs
- Submittal of Annual Reports (2020 and 2021)

Similar Services

- GSP preparation and adoption
- Sustainable yield analysis and water budgeting
- Numerical groundwater modeling
- Evaluating groundwater -surface water interactions
- Data gap analysis, including the identification of key interest areas.
- Groundwater monitoring network planning
- Stakeholder outreach
- Submittal of Annual Reports (2020 and 2021)

Benefits to Clients

Secured \$5 million in grant support towards developing two GSPs, developed monitoring network, installed additional monitoring wells to support additional monitoring activities, advanced hydrogeologic conceptualization to convey an understanding of groundwater management needs prior to SGMA, implementing early management actions to address SGMA requirements, comprehensive water resource technical support, stakeholder outreach, and groundwater modeling.



SGMA and GSP Related Services for the Westside Subbasin

WESTLANDS WATER DISTRICT, CA

TYPE OF PROJECT: GSP Development, Grant Support, Annual Reporting; REFERENCE: Ms. Katarini Campbell, PE, Senior Resources Engineer, 559.241.6226; DATES: 2009 - Present; APPROXIMATE DOLLAR VALUE: \$2 million.

Summary of Work Performed

Since 2015 to present, LSCE has provided Westlands Water District with technical support for GSP development. Key aspects of these services include:

- Compiling existing hydrogeologic data (lithology, well construction, groundwater pumping, land use, surface water deliveries, subsidence) from the Westside Subbasin and surrounding GSAs
- Development of a hydrologic conceptual model of the Westside Subbasin used in quantifying groundwater conditions, historical water budgets, and groundwater flow directions
- Construction and calibration of a new basin wide numerical groundwater flow and solute transport model using MODFLOW-OWHM
- Development of a data management system that incorporates monitoring data and produces GIS-based information for electronic submittals to stakeholders and regulatory agencies
- Successful preparation of DWR Proposition 1 grant applications totaling 2.5 million dollars for GSP preparation and groundwater monitoring facilities
- Preparation of their 2020 GSP

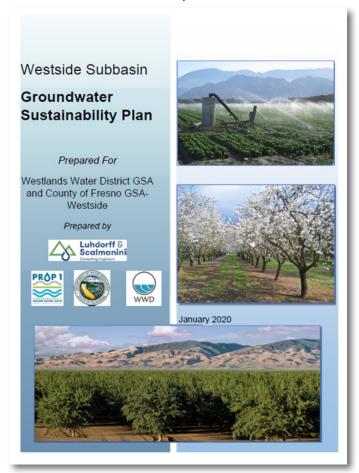
Similar Services

- Development of a complete Groundwater Sustainability Plan
- Sustainable yield analysis and water budgeting
- Numerical groundwater modeling
- Evaluating groundwater -surface water interactions
- Data gap analysis, including the identification of key interest areas
- Groundwater monitoring network planning
- Stakeholder outreach

- Consider local groundwater management planning activities
- Develop and present technical content at Planning and Advisory Committee Meetings and at GSA Board meetings
- Submittal of annual reports (2020 and 2021)

Benefits to Clients

Hydrogeologic planning, evaluation of aquifer recharge project planning, developed monitoring network, installed additional monitoring wells to support additional monitoring activities, advanced hydrogeologic conceptualization to convey an understanding of groundwater management needs prior to SGMA, provide technical and regulatory advice to GSA on SGMA requirements for GSP.





Yuba Conjunctive Use Program and Groundwater Sustainability Plan

YUBA WATER AGENCY, CA

TYPE OF PROJECT: GSP Development, Grant Support, Annual Reporting, Conjunctive Water Use Implementation Program; REFERENCE: Mr. Scott Matyac, Water Resources Manager, Yuba Water Agency, 530.741.6278, smatyac@ yubawater.org; DATES: 2015 - Present; APPROXIMATE DOLLAR VALUE: GSP - \$890,000, Conjunctive Use Pilot Program - \$1.5 million, Conjunctive Use Program Implementation - \$700,000.

Summary of Work Performed

The project involved creation of a groundwater sustainability committee that represented the three GSAs in the basin, as well irrigation, municipal, and environmental water users. The GSP development team implemented a transparent and structured process for developing the GSP that resulted in unanimous support by the stakeholders for the YWA Board to adopt the GSP.

The GSP was prepared by a team of four consultants. Stantec provided overall project management, technical coordination, and plan formulation. Stantec was responsible for coordinating development and implementation of the technical delivery strategy and the stakeholder engagement strategy, to meet the study schedule/budget, while balancing the expectations of stakeholders. Stantec was also responsible for coordinating the integration of technical findings in plan formulation activities, and the synthesis of technical information for stakeholder communications.

The efficient and successful completion of the GSP was based in large part on the foundational technical information prepared by Stantec as part of the Yuba Conjunctive Use Program.

Yuba County Conjunctive Water Use Pilot Project and Implementation Program

Stantec led the Yuba County Conjunctive Water Use Pilot Project, which was grant funded by the state. The purpose of the Pilot Project was to develop a conjunctive water use operation in Yuba County that would integrate groundwater storage into the existing surface water storage system to provide additional supply reliability and operational flexibility to face supply shortages during droughts and to meet environmental and fisheries needs, while considering the needs of multiple stakeholders.

Under this program, Stantec completed basinwide hydrogeological investigations, groundwater evaluation, and monitoring plans, and documented results in the:

- Hydrogeologic Understanding of the Yuba Basin Report (2008)
- Well inventory of all irrigation and production wells in the county
- 2005 Groundwater Management Plan
- 2010 Groundwater Management Plan Update
- Annual groundwater monitoring reports (2005-2006 through 2018-2019)
- Supported development of a groundwater data management system
- Developed the monitoring and measurement program and protocols
- Developed the land subsidence monitoring program
- Supported design and installation of 14 groundwater monitoring wells, including environmental review of well sites, construction administration of well development, and development of the well completion reports
- Supported the development of successful grant applications in 2005, 2008, and 2017
- Provided grant management and coordination with DWR technical staff and grant administrators





Resources, Contacts, and Connections

The team we're proposing for the Big Valley Basin GSP is comprised of professionals with decades of water-related experience in water resources. The combined years of experience in this team is 421 years, with an average of 21 years of experience across the 20 team members. Our history of working with DWR as a client spans decades, and we are proud to still count them on our client roster to this day.

Even before SGMA legislation, our team has been on technical advisory committees for the state and provided guidance on groundwater to multiple state agencies. What this experience affords us is to quickly identify existing information and data and know where to tailor existing materials and guidance to benefit a local basin.

The resources and contacts we bring to our clients runs from introducing small water districts to similar agencies so that they can share knowledge to cuttingedge data that's being undertaken at universities and state agencies. Our expertise in SGMA and groundwater issues means both firms are immersed in professional organizations at the local, regional, state, and federal level—we are happy to leverage the relationships we've built to help our clients achieve success.

We understand SGMA in exacting detail because we work on it every single day. Our activities afford us the chance to see SGMA from a statewide perspective, with its policies and regulations, and on local levels in communities from the north state down through the Central Valley.

You will not find a team more actively involved in SGMA than the one we present to you.

Experience with Targeted Audiences

The combined LSCE-Stantec Team is adept at groundwater technicalities and we extend that understanding beyond our immediate team through strategic communication. Public involvement, outreach, facilitation, education—these aren't activities we tack on via subcontractors as we submit proposals, they're things we do every single day as part of our firms' portfolio of in-house services. Whether working on behalf of an agricultural entity or alongside an environmental organization, we have experience in coordinating and collaborating with all of the various audiences that groundwater impacts. Following are just a few of the specific and direct experiences we have working with specialized audiences.

Tribes

Our facilitation work includes over a decade of tribal outreach, engagement, and convening focus groups which has allowed us to better understand Tribes in California and their history of ecological practices. Through participation in DWR's SGMA Tribal Advisory Group and DWR's Tribal Advisory Committee for the California Water Plan we have worked side by side with Tribes from all over California. This work has taught us that each Tribe brings a unique perspective to the table, and showed us that each Tribe understands the importance that water plays and the need for its sustainability.



Agriculture • Disadvantaged Communities Environmental Organizations • Tribal Entities

We know each one of these audiences because we are actively working with all of them on SGMA activities.

Disadvantaged and Severely Disadvantaged Communities

Our SGMA work in the Central Valley has led us to work closely with nonprofits and grassroots coalitions focused on the Human Right to Water, water quality, and access to water resources. Tori Klug developed educational materials in multiple languages explaining groundwater contamination, groundwater treatment options, and sustainability issues to support the Community Water Center's community engagement efforts for outreach to disadvantaged communities. She serves as Regional Coordinator for the Los Angeles County Safe Clean Water Program in efforts to augment water supply, mitigate water quality degradation, and provide community benefits. Tori helps to navigate complex key questions in establishing the program, such as defining "disadvantaged community benefit" of infrastructure projects, and she has developed a geospatial tool to help identify and assess multibenefit projects.

Agriculture

Our teams' agricultural credentials extend back four decades and are not only comprised of ag-related groundwater work but also all other facets of agribusiness such as economic impact, commodity board representation, and consumer marketing. Working on interbasin coordination with the Delta-Mendota, Chowchilla, Madera, and Merced Subbasins has allowed both the LSCE and Stantec teams to understand the importance of groundwater for the agricultural industry. Agriculture's complex and nuanced needs call for technical expertise that can help determine solutions for long-term sustainability that support the agricultural industry.

Listed Species

Members of the proposed team have worked directly on a variety of issues surrounding federally and state-listed species and their interconnectivity to natural habitats. From U.S. Fish and Wildlife programs focused on spotted owl habitat conservation plans to analysis of fisheries for individual water districts, we understand the complex nature of working on behalf of an area's protected species.

Rural Communities

Our team is actively working on SGMA-related activities in rural communities throughout the state, from Kern County in the south to Siskiyou County in the north. We work with small water districts and independent farming interests, and we bring all the resources available to us to help these rural areas achieve their groundwater goals. We pride ourselves on not just working in communities, but truly knowing those communities and learning what makes them unique.

"I just wanted to write you a quick note to let you know that we are extremely pleased with Eddy and his team's performance on the GSP development so far. Eddy is very responsive and personable; he is doing a great job handling the complexities of the Districts GSA structure. The progress made is exciting, and I'm confident that Eddy and his team will continue to impress us throughout the GSP development process."

-Ryan Teubert, CFM, Tehama County Flood Control & Water Resources Manager, Tehama County Public Works, Tehama County, CA



Staffing Organization and Qualifications

Our Firms and Staffing Approach

While we present you with one unified team, each of our firms offers distinct benefits to Lake County. Our companies' histories, detailed below, show the longevity of our work in groundwater and on water resources projects. Both firms provide immediate access to dozens of water resources professionals, providing an extended set of specialists and authorities, if we should need to access their skills.

As we pulled together our proposed Lake County team, we did so with an aim to offer the right people in the right roles, knowing how quickly we need to move to get your GSP developed on time. In building our organization chart we also strategized how each team member crosses over into other parts of GSP development, thereby offering an additional opportunity to build a team with expansive knowledge of the Lake County effort. Our goal is to act as one team, with leadership and defined roles that allow us both efficiency and a strong contingency plan to ensure that knowledge is not siloed with only one or two people. We have created a layered system that will make it easy for Lake County staff to work with our team, with full confidence that activities are being communicated across the LSCE-Stantec team.

LSCE was formed in 1980 and is a consulting company with 44 professionals on staff. LSCE has always focused on the investigation, development, use, protection, and management of groundwater resources. LSCE professional staff are experienced in all aspects of groundwater ranging from hydrogeologic interpretation, hydrologic modeling, GIS, and database design, to well and pump station design and construction. LSCE provides a full complement of groundwater resources services, including conjunctive use planning, artificial recharge, analyses of groundwater - surface water (GW-SW) interaction, land subsidence analyses, groundwater modeling, and water budget development. LSCE routinely conducts analyses for water budget

development and hydrogeologic characterizations, similar to those required for GSP development. LSCE's hydrologic modeling capabilities are a result of extensive experience in the development, calibration, application, and analysis of groundwater flow and transport models (analytical, numerical, and empirical). A sound conceptual understanding of the hydrogeologic system is critical to the success of any hydrologic modeling project, and LSCE excels in hydrogeologic interpretation and conceptualization.

LSCE is involved in SGMA and GSP-related projects in over 15 basins in California, many of these in high priority basins and basins designated as critically overdrafted. Additionally, LSCE's experience in regional characterization of groundwater conditions and understanding of the many geologic, hydrologic, legal, and institutional factors affecting groundwater provide a vital perspective for groundwater management projects.

Stantec's worldwide network of 22,000 professionals offers an extensive array of experts for our clients to pull from. Our Sacramento C Street office, where APM Ibrahim Khadam and communications lead Christy Clark are based, houses 100 employees focused on water resources and water-related projects. The public affairs practice group in our office leverages five dedicated outreach and engagement specialists three of which have three-decades of experience in managing and facilitating public involvement programs. We have 23 offices throughout California, and every one of them has staff who work on water-related issues. We are scientists, facilitators, and project managers, innovating together at the intersection of community, creativity, and client relationships. We offer the depth of experience from our international firm resources in offices worldwide. In addition to our deep bench of local technical and outreach experts, we can leverage our resources to quickly and cost-effectively find solutions to benefit the Big Valley GSP.



Stantec is engaged in SGMA and GSP-related projects in over 25 basins statewide, many of them are high-priority and critically overdrafted basins. What that offers Lake County is the benefit of firsthand experience from professionals that have been through the initial submissions of GSPs. Add to that our technical breadth of understanding, from working in rural Northern California regions where issues may differ from those in the Central Valley. Having worked for years on SGMA projects, we believe strongly that there is no one-size-fits-all template for GSP development. It is vital for long-term sustainability and success to create a plan that accounts for and reflects the individuality of a basin.



The LSCE and Stantec Partnership

Our team has established clearly defined partnership roles and has experience coordinating worktasks across teams as evidenced by past successful partnerships. Our team includes a depth and breadth of expertise from two firms with deep roots in Sacramento Valley water resources management. But that expertise comes with an apparent project management challenge of creating and managing a single, cohesive team. Each firm's roles and responsibilities are clearly delineated in our organization chart. In addition, the "Communication Channels" section also describes how day-to-day communications will be managed between our team and the County staff.

Both LSCE and Stantec have extensive experience with managing large multidisciplinary projects and teams. Collectively, we will leverage our best management practices to formalize an effective and integrated team structure. We will do the following:



Form sub-teams with focused technical scopes to establish a manageable "span of control." To the extent practicable, each sub-team will be limited to one firm staff.



Establish internal weekly coordination meetings with team leaders to ensure regular communication and information sharing.



Require all team members to operate from one data/document platform—our Web-based SharePoint team site.



Create templates for all GSP deliverables that team members must use (i.e., technical memoranda, agendas, meeting minutes). Such branding results in consistency in the format and tone of internal and external communication actions.



Implement a quality management program that ensures that (1) all deliverables have been reviewed by the appropriate senior staff, (2) all deliverables have undergone technical editing, and (3) all comments received have been documented in comment logs and their resolutions have been reflected in the appropriate sections and/or in the comment logs, as appropriate.



Meet Your Project Team

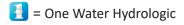
For this project, we have hand-picked a group of professionals who have worked extensively for their careers on water management projects and have specialized knowledge for the development of a successful GSP. The result is a multidisciplinary team with unparalleled technical expertise and experience with groundwater issues. We are confident that this team of experts will deliver all of the needed services to fully address SGMA requirements.

Organizational Chart









Bold = Lead Staff





Eddy Teasdale, PG, CHg

ROLE

Project Manager, Sustainable Management Criteria

TITLE

LSCE - Supervising Hydrogeologist

EDUCATION

MS, Hydrogeology, University of Idaho, ID BS, Geology, University of Texas, TX

CERTIFICATIONS/LICENSES

Professional Geologist CA No. 7791 Certified Hydrogeologist CA No. 926

PROJECT RESPONSIBILITIES

- Responsible for technical execution and implementation
- Work directly with District staff to coordinate all administration and management functions and be responsible for communication with the District
- Lead project meetings, provide status update reports, coordinate the team to meet your goals and objectives
- Ensure that the resources are allocated to meet schedule and coordinate with your technical advisory committee
- Manage the project team who have an optimal blend of technical, policy, facilitation, and implementation experience
- Assure that project milestones are met, and within budget
- Facilitation of key team meetings
- Responsible for all major deliverables

RELEVANT EXPERIENCE

Eddy has more than 20 years of water resources experience specifically in conducting water resource planning and management programs including surface water and groundwater investigations; utility (water, recycled water, wastewater, and stormwater) infrastructure management, master planning, artificial recharge, aquifer storage and recovery (ASR), groundwater modeling, well design and construction, well efficiency testing, evaluation and design of managed aquifer recharge using reclaimed water, analysis of groundwater contamination groundwater resource development and environmental impacts of water resources projects. Eddy is currently responsible for the development of four groundwater sustainability plans in Tehama County and through these projects has developed key relationships with DWR's North District staff in Red Bluff, CA. Through his previous GSP experience where he represented GSAs (i.e., Westlands Water District) and stakeholders (i.e., Turner Island Water District, agricultural interests in Kern and Indian Wells Valley Subbasins) he understands that GSPs should not be developed or implemented as top-down regulatory requirements. They must be developed by locals in accordance with existing property rights and acknowledge the concerns of individual landowners.

PROJECT EXPERIENCE

Groundwater Sustainability Plan, Tehama County Flood Control and Water Conservation District, Tehama County: Eddy is leading the development of 4 GSPs for the Bowman, Antelope, Los Molinos and Red Bluff Subbasins, including the technical work on the GSP chapters related to water budgets, sustainable management criteria, evaluating sustainability management actions and projects, and collaborating with the GSA and stakeholders.

Groundwater Sustainability Plan, Westside Subasin, Westland Water District, San Joaquin Valley, CA: Eddy provided senior guidance for technical and policy support to the GSA for the Westside Subbasin. He also oversaw the technical activities including basin description and water budgets. Guided the client through the process to develop sustainability management criteria and helped to coordinate projects and management actions. Eddy was also the project manager who oversaw the design, installation, and testing of 5 multi complete monitoring wells. These wells will be integrated into the current monitoring program.

Groundwater Sustainability Plan, Indian Wells Valley Groundwater Authority Technical Advisory Committee, Indian Wells Valley, CA: Eddy is representing a large agricultural interest by serving on the Technical Advisory Committee in Indian Wells Valley. The committee tasks range from evaluating options for additional recharge, GSP scope, schedule, and budget development, GSP chapter development and review, and groundwater modeling support.

Groundwater Sustainability Plan, McMullin Area Groundwater Sustainability Agency, Kings Subbasin, Kerman, CA: Eddy provided technical assistance to the GSA's legal counsel. Specific tasks included leading a groundwater modeling analysis to evaluate the impact of agricultural pumping in the basin, helped to refine the overall water budget, developed a sub-basin water budget, identified possible projects and management actions, including an assessment on pumping allocations and the effects that would have on defining sustainability indicators.

Groundwater Sustainability Technical Support, Turner Island Water District, Merced and Delta Mendota Subbasins: Eddy was hired by Turner Island Water District to review of all work being prepared by the Subbasins, GSA consultant. His tasks included review all GSP chapters, provided technical assistance to improve the understanding and management of water resources, and refined and further characterized areas of potential recharge.



Ibrahim Khadam, PhD, PE

ROLE

Planning Lead, Sustainable Management Criteria - Lead

TITLE



Stantec - Senior Principal Engineer

EDUCATION

PhD, Civil and Environmental Engineering, Utah State University

MS, Civil and Environmental Engineering, Utah State University

BS, Civil Engineering, University of Khartoum

CERTIFICATIONS/LICENSES

Professional Civil Engineer, CA No. 72496 Project Management Professional (PMI) No. 1555357

PROJECT RESPONSIBILITIES

- Assistant Project Manager
- Planning Lead
- Sustainable Criteria Development Lead

RELEVANT EXPERIENCE

Dr. Khadam has 20 years of experience in water resources planning and management, including groundwater resource management, integrated water management planning, water supply, and infrastructure planning. He brings extensive experience in Sacramento Valley water resources management and issues. He led development of one of the first successfully completed groundwater sustainable management plans in the state for Yuba County. He is also well versed in the development and application of a wide range of hydrologic and hydraulic, water quality, and groundwater flow and contaminant transport models.

PROJECT EXPERIENCE

Yuba Basin Groundwater Sustainability Plan, Yuba Water Agency: Project Manager and technical coordinator for the development of the Yuba GSP. Responsible for coordinating development and implementation of the technical delivery strategy and the stakeholder engagement strategy, to meet the study schedule/budget, while balancing the expectations of stakeholders. Responsible for coordinating the integration of technical findings in plan formulation activities, and the synthesis of technical information for stakeholder communications. Providing oversight of execution efficiency and quality, and documentation and synthesis of technical findings.

Yuba County Conjunctive Water Use Pilot Project and Implementation Program, Yuba County Water Agency: Project Manager for the conjunctive use pilot project that integrates groundwater storage into the existing surface water storage system on the Yuba River to provide additional drought supply reliability, and to meet instream flow environmental and fisheries requirements. The project developed a groundwater management plan, public education and outreach program, hydrogeologic understanding report, monitoring and measurement program, expanded regional monitoring well network, developed an inelastic land subsidence monitoring network, deployed a centralized data management system and developed a Groundwater Adaptive Management Tool, a user-friendly, quantitative planning tool for groundwater substitution transfers.

Regional Water Reliability Study and Regional Drought Contingency Plan, Regional Water Authority: Technical Lead. Ibrahim led the vulnerability assessment of surface water and groundwater resources in the American River Basin, development of mitigation and response actions to address droughts, characterization of the conjunctive use potential, and evaluation of opportunities for intra- and interregional transfers and exchanges to utilize shared infrastructure and groundwater resources. The outcome for the study was a regionally endorsed plan for collaborative implementation of an expanded conjunctive use program.

American River Basin Study, U.S. Department of the Interior, Bureau of Reclamation, Mid-Pacific Region (Reclamation), Sacramento, California: Project Manager for the basin study, which assesses climate change impacts on the American River Basin, including impacts on Reclamation's operation of Folsom Reservoir as part of the Central Valley Project. Dr. Khadam is responsible for the development of updated representation of Upper American River Basin reservoirs operation in CalSim 3, development of refined future climate and hydrology (2050, 2070, 2085), forecasted future urban and agricultural demands, and development and evaluation of adaption portfolios to address climate change challenges.

Yuba County Monitoring Wells Development, YWA: Project Manager for the project that involves installation of six dedicated monitoring wells in Yuba County as part of the management of the conjunctive use program for Yuba County. Project tasks also include performing environmental review of well sites, construction administration of well development, and development of the well completion reports.





Vicki Kretsinger Grabert, PH-GW

ROLE

Technical Advisory and Review

TITLE

\lambda LSCE - President, Senior Principal Hydrologist

EDUCATION

MS, Water Science, University of California, Davis

BS, Environmental Toxicology, University of California, Davis

CERTIFICATIONS/LICENSES

Professional Hydrologist

– Groundwater 870
(American Institute of Hydrology)

PROJECT RESPONSIBILITIES

- Serve in a senior advisory role to assist in projectmanagement and strategic planning
- Provide insight on results, critical suggestions
- Review project documents, memos and reports
- Provide other technical support as needed

RELEVANT EXPERIENCE

Vicki has more than 30 years of experience in regional groundwater resource management and quality assessments, including groundwater supply sufficiency and availability assessments, design of monitoring networks and programs, long-term groundwater quality monitoring and protection programs for twelve agricultural coalitions in the Central Valley, and groundwater technical assistance to the Central Valley Salinity Coalition since 2009. She has served as the principal-in-charge of groundwater work for the Central Valley Salt and Nitrate Management Plan. Most recently, she has led groundwater work required to comply with the Basin Plan Amendment Nitrate Control Program in five subbasins. She has been the principalin-charge of all SGMA-related technical work in the Napa Valley Subbasin, including the preparation of an Alternative to a GSP submitted to DWR in December 2016, development of a groundwater model for assessing streamflow depletion, and preparation of many SGMA-related technical documents including three SGMArequired Annual Reports. She is the Founding President of the Groundwater Resources Association of California (GRA) and served as a director for 23 years. As a GRA Emeritus Director, she planned and organized the launch of a new Contemporary Groundwater Issues Council on behalf of GRA. The Council consists of nearly three dozen local, state, and national distinguished executives and leaders who are providing their input on the most pressing information, education, and programming needs to address California's groundwater challenges. In 2020, GRA celebrated the 10th year of the Council; she has co-led the implementation of ten annual Council workshops. She co-led the Groundwater Caucus for the Department of Water Resources California Water Plan Update 2013 and is a member of DWR's Practitioner Advisory Panel that provided input to DWR during the development of the GSP Regulations and provides input to DWR on SGMA implementation. In 2017, she contributed input on the Berkeley Law/ UC Water paper on groundwater-surface water interactions under SGMA. She has worked on groundwater-related projects in the Sacramento Valley for more than 30 years and is currently working on GSPs for many basins.

PROJECT EXPERIENCE

Napa Valley Subbasin, Napa County, CA: Principal-in-Charge for GSP. Providing technical support on all aspects of the GSP including hydrogeologic conceptualization, evaluation of groundwater conditions, land and water use projections, projects and management actions, water budget analyses, and sustainable yield analyses. Provide monthly briefings to GSP Advisory Committee, periodic meetings with Workgroup, and public forums, including Watershed Information and Conservation Council.

Solano Subbasin, Solano GSA: Principal-in-Charge for GSP. Providing technical support on all aspects of the GSP including hydrogeologic conceptualization, evaluation of groundwater conditions, land and water use projections, projects and management actions, water budget analyses, and sustainable yield analyses. Provide monthly briefings to GSA Collaborative, periodic briefings to Community Advisory Committee, and public forums.

East Contra Costa Subbasin, East Contra Costa County: Senior Advisor for GSP. Providing technical support on all aspects of the GSP including hydrogeologic conceptualization, evaluation of groundwater conditions, land and water use projections, projects and management actions, water budget analyses, and sustainable yield analyses. Monthly GSA Workgroup meetings and public forums.

East Bay Plain Subbasin, EBMUD and Hayward: Senior Advisor for GSP. Providing technical support on all aspects of the GSP including hydrogeologic conceptualization, evaluation of groundwater conditions, land and water use projections, projects and management actions, water budget analyses, and sustainable yield analyses. Frequent GSA meetings; TAC meetings; stakeholder meetings.





Nick Watterson, PG, CHg

ROLE

HCM and Groundwater Conditions - Lead

TITLE

LSCE - Supervising Hydrogeologist

EDUCATION

MS, Geography (Hydrology), Oregon State University

BA, Geology, The Colorado College, CO

CERTIFICATIONS/LICENSES

Professional Geologist, CA No. 9076

Certified Hydrogeologist, CA No. 1088

PROJECT RESPONSIBILITIES

- Lead and oversee characterization of hydrogeology and groundwater conditions
- Support and coordinate with numerical modeling and water budget analyses
- Identify data gaps in understanding and data related to basin hydrogeology

RELEVANT EXPERIENCE

Nick has over 20 years of experience studying surface water and groundwater hydrology. His expertise is in applying geospatial analytical and modeling techniques to characterize surface water and groundwater resources and evaluate changing conditions. His experience spans a broad range of groundwater resource areas including hydrogeologic conceptualization, groundwater modeling, quantification of groundwater supply and aquifer storage capacity, characterizing aquifer and well mechanics, well construction design, and evaluation of groundwater-surface water interactions. Nick's recent work includes characterization of groundwater conditions in agricultural areas and technical support for SGMA implementation. Nick has served as the technical support lead on multiple GSP development efforts in the San Joaquin and Sacramento Valleys and has also managed technical groundwater resources-related work for five agricultural Coalitions under the Irrigated Lands Regulatory Program, including for the Sacramento River Water Quality Coalition.

PROJECT EXPERIENCE

Madera Subbasin GSP, Madera County: Technical Lead. Overseeing technical analyses relating to the hydrogeologic conceptual model, evaluation of groundwater conditions, numerical groundwater flow modeling, water budget analyses, and sustainable yield analyses.

Chowchilla Subbasin GSP, Madera County: Technical Lead. Overseeing technical analyses relating to the hydrogeologic conceptual model, evaluation of groundwater conditions, numerical groundwater flow modeling, water budget analyses, and sustainable yield analyses.

Solano Subbasin GSP, Solano County Water Agency: Technical Program Manager. Providing technical support on all aspects of the GSP including hydrogeologic conceptualization, evaluation of groundwater conditions, development of a numerical groundwater flow model, water budget analyses, and sustainable yield analyses.

Irrigated Lands Regulatory Program, Multiple Clients: Groundwater Technical Lead. Providing technical support to multiple agricultural Coalitions encompassing more than 8.5 million acres - including over 1.7 million acres of irrigated land, in the Central Valley. Included preparing Groundwater Quality Assessment Reports (GARs), Groundwater Quality Management Plans, and Groundwater Quality Trend Monitoring Workplans to fulfill requirements of the Irrigated Lands Regulatory Program. Evaluated quantitative relationships between groundwater quality and hydrogeologic characteristics using geospatial statistical techniques to assess groundwater vulnerability.





Berkeley

Christy Clark

ROLE

Communications and Public Comment - Lead, Documentation

TITLE



Stantec - Senior Public Affairs Specialist

EDUCATION

Post-Baccalaureate Certificate in Writing (expected Fall 2021), University of California,

MA, Mass Media and Rhetorical Criticism,

California State
University, Sacramento

BA, Journalism and Public Relations, California State University, Chico

CERTIFICATIONS/LICENSES

University of California Naturalist, American River Natural History Association (2015 cohort)

PROJECT RESPONSIBILITIES

- Communications Lead
- Public education and outreach
- Program facilitation and coordination
- GSP documentation production

RELEVANT EXPERIENCE

Christy has 29 years of strategic planning, public affairs, facilitation, editing, and event experience on behalf of public and private entities. She specializes in strategic positioning, project management, and material development for governmental organizations, community partnerships, and coalitions. Christy has experience creating and managing beneficial partnerships at the local, regional, and national levels, and in-depth experience with participant groups ranging from elected officials and key stakeholders to grassroots organizations and community members. Her work with regional government and state entities on public information, community outreach, and communication campaigns has cultivated a deep understanding of grassroots coalition building, traditional press relations, and message development via social media.

PROJECT EXPERIENCE

Lake County Big Valley GSA, Department of Water Resources, SGMA Facilitation and Support Services (FSS): Lead Facilitator (2020-present). As lead facilitator for SGMA Facilitation and Support Services (FSS) in the Big Valley Basin, Christy works to provide facilitation, outreach, and engagement activities in the basin. Her role includes identification and outreach to the region's stakeholders, message development, public engagement planning, meeting facilitation, and working closely with the Lake County Water Resources' team on SGMA-related groundwater education and outreach.

DWR SGMA FSS Program, Statewide Public Outreach and Community Engagement, Department of Water Resources Statewide Public Education and Outreach Manager (2020-present): Christy manages statewide, regional, and local events for outreach programs and SGMA-related communications in support of groundwater sustainability agencies and the development of their groundwater sustainability plans. In this role she assists in conceptualizing, managing, and reporting on DWR SGMA outreach events focused on research, public information, and best practices in providing facilitation services.

San Joaquin Valley - Delta-Mendota Subbasin, DWR, SGMA Lead Facilitator (2020-present): Working as part of a co-facilitation team, Christy provides meeting and facilitation support for interbasin coordination between the Delta-Mendota Subbasin and the adjacent Chowchilla, Merced, and Madera Subbasins. Her role includes issues identification, meeting facilitation, and working to coordinate information sharing sessions with medium-priority basins in the region.



3

Nick Newcomb

ROLE

Numerical Model and Water Budget Analysis - Lead

TITLE

LSCE - Project Hydrogeologist

EDUCATION

MS, Hydrologic Sciences, University of California, Davis

BA, Natural Sciences, Hampshire College, MA

PROJECT RESPONSIBILITIES

- Advise and support integrated hydrologic model approach and design, data synthesis and integration, and model calibration.
- Design model projections, climate change analysis and implementation of projects and management actions.
- Develop modeling tools to support calculation and assessment of groundwater and landscape water budgets assessment.

RELEVANT EXPERIENCE

Nick has 10 years of professional experience in hydrogeology and numerical modeling. He has a background in hydrogeologic conceptualization, regional and local scale groundwater flow and solute transport modeling, and monitoring program design and implementation. He has diverse modeling experience that has included studies analyzing pumping induced impact on groundwater-surface water interaction, agricultural supply and demand, groundwater overdraft, and subsidence. Recently, Nick has served as the lead numerical modeler for the Napa Valley Subbasin and Westside Subbasin GSPs. He has also served in a technical advisory role for numerical models developed for the Madera County, Solano County, Fresno County and Tehama County GSPs.

PROJECT EXPERIENCE

Napa Valley Groundwater Sustainability Plan, County of Napa: Lead Modeler. Developing a integrated hydrologic model using MODFLOW-OWHM

Solano Subbasin Groundwater Sustainability Plan, Solano Subbasin GSA: Technical Support. Advised and provided support on technical aspects of model development.

Madera Subbasin Groundwater Sustainability Plan, Madera Subbasin GSA: Technical Support. Developed geostatistical model of the subsurface using TProGS and advised and provided support on technical aspects of model development.

Westside Subbasin Groundwater Sustainability Plan, Westlands Water District: Lead Modeler. Developed an integrated hydrologic model using MODFLOW-OWHM to evaluate hydrologic budgets, indicators and projects and management actions to support GSP development for the Westside Groundwater Subbasin.

Mendota Pool Group 20-Year Exchange Program: Lead Modeler. Developed numerical groundwater and solute transport model using MODFLOW-NWT and MT3D-USGS to evaluate the impacts of a proposed groundwater exchange program groundwater levels, stream-aquifer interaction, subsidence and water quality.

Lower Cosumnes River Restoration (UC Davis), CA. Dept of Fish and Wildlife: Graduate Student Researcher. Developed a monitoring network and geostatistical model used to evaluate impacts of floodplain reconnection on groundwater conditions.

Yosemite Valley Groundwater Assessment (UC Davis), US. National Park Service: Junior Specialist. Developed stream-aquifer monitoring network and groundwater model using MODFLOW-USG to evaluate the impacts of groundwater pumping on the Merced River in Yosemite Valley.





John McHugh, PG, CHg

ROLE

Data Collection and Management - Lead

TITLE

LSCE - Senior Hydrogeologist

EDUCATION

MA, Geological Sciences, San Diego State University

BA, Geology, Sonoma State University

CERTIFICATIONS/LICENSES

Professional Geologist, CA No. 6187 Certified Hydrogeologist, CA No. 391

PROJECT RESPONSIBILITIES

- Write sampling protocols
- Train or support training of staff as necessary to collect data
- Identify and collect existing data from state and local data sets
- Write quality assurance standard operating procedure documents
- Conduct periodic quality checks
- Design a data management system (DMS) to efficiently store, organize, review, and export data
- Create standard protocols, templates, or queries for reports and graphs
- Write a DMS User's Guide
- Conduct training sessions for the DMS

RELEVANT EXPERIENCE

John has 30 years experience in the field of hydrogeology with a demonstrated history of working in the California utilities industry. He is skilled in hydrogeologic applications, environmental compliance, and asset managements. He serves as a Director of GRA, Groundwater Resources Association of California. Served on technical committees and acts as subject matter expert for the CA Board of Engineers and Geologists.

Representative assignments include groundwater basin hydrogeologic characterization, monitoring well, well design, construction, aquifer testing, surface water and groundwater quality sampling, surface water and groundwater quality studies, regulatory oversight of contaminated sites, raw water master plan and asset management. John managed an Access database for surface water quality related to TMDLs and a custom database for long term asset management planning at the Santa Clara Valley Water District.

PROJECT EXPERIENCE

Groundwater Sustainability Plan Development, Tehama County Flood Control and Water Conservation District: Senior Hydrogeologist providing review and guidance for the development of four GSPs within Tehama County. Working with staff to write the GSPs including analysis and presentation via hydrographs, maps, and tables. Also coordinating with a database specialist to create a data management system, or DMS, to store, organize, review and export data and graphics needed to support the GSPs and subsequent reporting to DWR.

Asset Management Program, Santa Clara Valley Water District: Managed the long-term asset management tool, and pipeline asset management program. Asset management experience can help water agencies conduct their programs in a more cost-efficient manner with acceptable levels of risk. Sustainability relies on the operation of physical assets such as: wells, recharge basins, pipelines, pumps, and treatment facilities.

Groundwater Monitoring program, Alameda County Water District: Managed the monitoring program for eight years including groundwater database and annual reporting. Program improvements implemented demonstrate innovation and critical thinking necessary to create, improve, and adaptively manage monitoring programs.

Index Well Study, Santa Clara Valley Water District: Analyzed water levels from 100s of wells using principal component analysis for index wells in three SCVWD subbasins. This demonstrates leveraging statistics of large data sets to prioritize wells. Water agencies have multiple monitoring programs and will likely need efficient ways to analyze complex and inadequate datasets.

Raw Water Master Plan, Phase 1, Santa Clara Valley Water District: Managed the Plan (~\$550,000 contract). John conducted consultant selection and contract management to define operational goals and obtain calibrated numerical models for the raw water system comprised of 100s miles of pipelines, reservoirs, treatment plants, and pump stations. This project demonstrates skill with planning, contract, and project management and familiarity with water district facilities.



Megan Murray, ENV SP

ROLE

GSP Documentation Production - Lead, Data Collection and Management - Data Collection

TITLE



Stantec - Water Resources Planner

EDUCATION

BS, Environmental
Science, Tulane
University
MEM, Water Resources
Management, Duke
Nicholas School of the
Environment

CERTIFICATIONS/LICENSES

Envision™ Sustainability Professional (ENV SP)

PROJECT RESPONSIBILITIES

- Lead GSP documentation production
- Coordinate and organize data management system and process

RELEVANT EXPERIENCE

Megan is a Water Resources Planner with three years of experience working across various sectors including private, legal, and nonprofit. Skilled in technical writing, research, and ArcGIS, Megan brings a diversity of skills to her clients. She has experience working on stakeholder outreach and facilitation for the East Contra Costa GSA as part of the Facilitation Support Service. In this role, she has led stakeholder outreach and hosted public workshops.

PROJECT EXPERIENCE

East Contra Costa GSA, Department of Water Resources: SGMA Associate Facilitator (2020-present)

Assessing the State's Role in Conveyance and Financing, California Water Commission: Facilitator and Outreach Coordinator (2020-present)

Friant-Kern Canal Capacity Correction Project, Friant Water Authority: Water Resources Planner (2018-2020)



Chaoying Jiao, PHD, PG, CHG

ROLE

Technical Advisory and Review

TITLE



Stantec - Associate Hydrogeologist

EDUCATION

PhD, Hydrogeology, University of Karlsruhe

MS Hydrogeology, Nanjing University

BS Hydrogeology and Engineering Geology, Nanjing University

CERTIFICATIONS/LICENSES

Professional Geologist, CA No. 8367

Certified Hydrogeologist, CA No. 971

PROJECT RESPONSIBILITIES

- Review technical documents for accuracy and completeness
- Provide direction and insight to technical staff

RELEVANT EXPERIENCE

Dr. Jiao is an accomplished, multifaceted hydrogeologist and groundwater modeler with over 31 years of experience. His professional focus is on regional groundwater resource evaluations, development, and modeling. He has extensive experience in basin-wide studies, wellfield exploration, siting, design, and construction management of high-capacity water supply wells and monitoring wells. Chaoying has hands-on experience in aquifer test design, instrumentation, and analysis. His recent project experience includes conjunctive water use studies with an emphasis on surface water recharge and aquifer storage and recovery, and the Lands Regulatory Program, including for the Sacramento River Water Quality Coalition.

PROJECT EXPERIENCE

Water Resource Evaluation, Groundwater Flow Model Development and Update in Owens Valley and Owens Lake, Los Angeles Department of Water & Power: Project Hydrogeologist

Hydrogeologic Services for Updating the Arroyo Santa Rosa Valley Basin Groundwater Management Plan and Evaluation of Maximum Perennial Yield, Camrosa Water District: Project Hydrogeologist

Santa Ana River Groundwater Recharge Optimization Study, San Bernardino Valley Water Conservation District/Municipal Water District: Hydrogeologist





Jeevan Jayakody. PhD, PG

ROLE

HCM and Groundwater Conditions - Groundwater Conditions

TITLE

LSCE - Project Hydrogeologist

EDUCATION

PhD, Geoscience (Hydrogeology, University of Nevada, Las Vegas MS, Geoscience (Hydrogeology), University of Nevada, Las Vegas BS, Geology, University of Peradeniya, Sri Lanka

CERTIFICATIONS/LICENSES

Professional Geologist, CA No. 9795

PROJECT RESPONSIBILITIES

- Characterize historical and current GW conditions with available data
- Evaluation of spatial and temporal trends in GW level and GW quality changes
- Identifying potentially undesirable GW conditions

RELEVANT EXPERIENCE

Jeevan has fifteen years of experience in hydrogeology of various geological and environmental settings. Work experience includes groundwater basin hydrogeologic characterization, water budget analysis, flow modeling, groundwater monitoring, groundwater exploration, aquifer testing, water well design, environmental impact assessment, water and soil sampling, borehole logging, and geological mapping. Academic research experience includes characterizing temporal and spatial variability of water flow in unsaturated zone.

PROJECT EXPERIENCE

Tehama County GSPs for Antelope, Bowman, Red Bluff and Los Molinos Subbasins, Tehama County, CA: Groundwater Conditions

Farmers Water District GSP (A GSA in Delta-Mendota Subbasin GSP), Famers Water District, CA: Numerical Modeling Droundwater Conditions, Groundwater Budget

Fresno County Management Areas A and B GSP (A GSA in Delta-Mendota Subbasin GSP), Fresno County: Numerical Modeling, Groundwater Conditions, Groundwater Budget

East Contra Costa (ECC) Subbasin GSP, ECC GSA Working Group, CA: Historical, Current, and Projected Water Supply

Napa Valley Subbasin Basin Analysis, Napa County, CA: Groundwater and Surface Water Conditions



Tom Regan, PG, CEG, CHG

ROLE

Hydro Conceptual Model

TITLE



Stantec - Hydrogeologist

EDUCATION

BA, Geological Sciences, University of California, Santa Barbara

CERTIFICATIONS/LICENSES

Professional Geologist, CA No. 5203

Certified Engineering Geologist, CA No. 1655

Certified Hydrogeologist, CA No. 327

PROJECT RESPONSIBILITIES

- HCM and Groundwater Conditions
- Hydro conceptual modeling

RELEVANT EXPERIENCE

Tom has over 38 years of experience in groundwater resources management, development and protection. His responsibilities have included groundwater resources development, groundwater basin analysis, aquifer characterization, and development of regional and basin-wide hydrologic inventories/water balances. In addition, Tom has led the development of hydrogeologic conceptual models, analysis of groundwater contamination impacting water supply wells, well siting feasibility, well and well field siting, well design and construction oversight, well evaluation, well rehabilitation planning, design and oversight. He has also served as the technical lead related to the siting of groundwater recharge facilities and recovery wells.

PROJECT EXPERIENCE

Hydrogeologic Conceptual Model for the Arroyo Santa Rosa Valley Groundwater Basin, Camrosa Water District: Hydrogeological Technical Lead

Third Party Review of Draft Groundwater Sustainability Plans, Chevron: Hydrogeologist

Basin Boundary Modification Request for the Arroyo Santa Rosa Valley Groundwater Basin, Camrosa Water District: Hydrogeologist





Stephen Pang, ENV SP

ROLE

Groundwater Dependent Ecosystem Analyst

TITLE



Stantec - Water Resources Planner

EDUCATION

MS, Marine Science, California State University, Monterey Bay

BS, Biological Oceanography, University of Washington

CERTIFICATIONS/LICENSES

Envision™ Sustainability Professional (ENV SP)

PROJECT RESPONSIBILITIES

 Identify and characterize groundwater dependent ecosystems

RELEVANT EXPERIENCE

Stephen is a Water Resources Planner with seven years of experience working in surface water and groundwater resources management, fisheries, statistics, and experimental design. Stephen has been involved with a number of interdisciplinary project teams where he has developed technical writing skills and an ability to understand complex issues. He has worked with multiple state and federal agencies throughout California and has a strong understanding of the regulatory frameworks necessary for management and effective implementation.

PROJECT EXPERIENCE

Sutter Subbasin GSA, Department of Water Resources: SGMA Associate Facilitator (2020-present)

Drought Resilience Impact Platform, El Dorado County Water Agency: Water Resources Planner (2020-Present)

Upper American River Basin Regional Drought Contingency Plan, El Dorado Water Agency: Water Resources Planner (2020-Present)



Randy Hanson

ROLE

Groundwater Model and Budget

TITLE



One Water Hydrologic - Expert Modeler

EDUCATION

RELEVANT EXPERIENCE

MS, Hydrology, University of Arizona, AZ

BS, Geology, New Mexico Institute of Mining and Technology

Randy was a research hydrologist in the San Diego projects office of the U.S. Geological Survey's (USGS) California Water Science Center (as well as the New Mexico and Arizona Water Science Centers). Randy provided the leadership for the development with Reclamation of the USGS MODFLOW-OWHM now called "One-Water" (MF-OWHM version 2). At One-Water Hydrologic, our primary mission is to help others design projects and use the new One-Water integrated hydrologic model developed with Reclamation by the USGS, as well as perform climate analysis and projections. One-Water is currently being used for other USBR Basin Studies (Carmel-Salinas Valleys) and for USBR Supreme Court Litigation support and Project Operations analysis (Lower Rio Grande) as briefly described below. Randy is sproviding high-level expert support to these studies.

PROJECT EXPERIENCE

Development of the Rio Grande Transboundary Integrated Hydrologic Model, U.S. Bureau of Reclamation: Prime Investigator

U.S. Bureau of Reclamation Salinas and Carmel River Basins Study, Salinas Valley, CA: **Prime Investigator**





Bill Smith, PE

ROLE

Surface Water Budget

TITLE



Stantec - Senior Principal, Water Resource Planning and Analysis

EDUCATION

BS, Forest Engineering, SUNY College of **Environmental Science** and Forestry

AAS Forestry, Paul Smith College

CERTIFICATIONS/LICENSES

Professional Engineer, CA No. 35476

PROJECT RESPONSIBILITIES

 Lead development of surface water budget

RELEVANT EXPERIENCE

Bill has worked in California water resources for over 44 years for various federal and state agencies. He has been involved in all phases of technical analysis from programming complex models to analysis of impacts based on the results of simulation modeling and technical analysis. He has successfully performed and managed a full range of analysis including reservoir operations - river hydraulics, geomorphology; water quality, hydro-power, estuary hydrodynamic and salinity; fisheries, groundwater, agricultural and urban economics; climate change, and air quality.

PROJECT EXPERIENCE

El Dorado Water Reliability Project, El Dorado County Water Authority: Technical Lead (2018-Present)

Friant Water Quality Mode, Friant Water Authority: Technical Lead (2018-Present)

Pacheco Reservoir Expansion Project, Santa Clara Valley Water District: Technical Lead (2019-Present)



Tom Butler, PG, CHG, CEG

ROLE

Sustainable Management Criteria, Monitoring Network

TITLE



Stantec - Associate Hydrogeologist

EDUCATION

MS, Geology, California State University

BA, Environmental Science, San Francisco State University

CERTIFICATIONS/LICENSES

Professional Geologist, CA No. 7653

Certified Engineering Geologist, CA No. 2351

Certified Hydrogeologist, CA No. 813

PROJECT RESPONSIBILITIES

 Develop groundwater monitoring network

RELEVANT EXPERIENCE

Tom has more than 20 years of experience managing and conducting groundwater and surface water projects/investigations in the Western US. Tom's expertise in groundwater supply development and wells, evaluating water resources and groundwater recharge potential, chemical and isotope geoforensics, and regulatory permitting offers a unique set of qualifications for dealing with various water supply and quality issues throughout the west, from conception to end.

PROJECT EXPERIENCE

Emergency Replacement Well Project, City of Newman: Hydrogeologist (2018-2019)

City of Dixon Background Groundwater Quality Characterization and Groundwater Tracer Study Report, City of Dixon: Hydrogeologist (2006-2007)





Tori Klug, PE

ROLE

Sustainable Management Criteria-Management Actions

TITLE



Stantec - Environmental Engineer

EDUCATION

MS, Environmental Sciences and Engineering, University of North Carolina

BS, Environmental Engineering, Cornell University

CERTIFICATIONS/LICENSES

Professional Engineer, CA No. 90697

RELEVANT EXPERIENCE

Tori is a multifaceted environmental engineer with experience in water resources planning, water quality assessments, and groundwater management. She has experience conducting groundwater basin assessments, helping clients build partnerships to form Groundwater Sustainability Agencies, developing key Groundwater Sustainability Plan components, and supporting intra- and inter-basin coordination.

PROJECT EXPERIENCE

Groundwater Contamination Education Materials, Community Water Center: Water Resources Engineer

Solano Water Conservation Assessment, Solano County Water Agency: Water Resources Engineer

White Wolf Basin GSP, Tejon-Castac Water District: Water Resources Engineer



Samuel Price

ROLE

Data Collection and Management - Data Management

TITLE



Stantec - GIS Analyst

EDUCATION

MS, Geographic Information Science and Technology, University of Southern California

BS, Wildlife Management and Conservation, Humboldt State University

RELEVANT EXPERIENCE

Sam is a GIS Analyst with 10 years of experience working in natural resources projects with an emphasis on water. His experience includes project and data management, GIS management, spatial and statistical analysis, and cartography for various reports and documents.

PROJECT EXPERIENCE

City of Roseville Feasibility Evaluation of Expanding Recycled Water Program, City of Roseville: GIS Analyst/Manager (2018-Present)

Water Resources Development and Management Plan, El Dorado County Water Agency: GIS Analyst/Manager (2018-2019)



Maritza Flores, EIT, ENV-SP

ROLE

Public Outreach and Facilitation - Facilitation

TITLE



Stantec - Water Resources Planner/ Engineer in Training

EDUCATION

MS, Civil and Environmental Engineering, University of California, Davis

BS, Environmental Engineering, University of California, Merced

CERTIFICATIONS/LICENSES

Engineer-in-Training, CA No. 156484

Envision™ Sustainability Professional (ENV SP)

RELEVANT EXPERIENCE

Maritza has four years of experience working on projects related to California's groundwater supporting the City of Ukiah, City of Roseville, and Lake County. Most recently she updated the groundwater desktop study for the City of Roseville's Recycled Water Program Expansion Evaluation. Currently Maritza is an Associate Facilitator supporting Lake County with SGMA implementation through DWR's Facilitation Support Services Program. Maritza assisted in a stakeholder assessment that is informing the development of a communication and engagement plan, the formation of the Big Valley Basin GSA Advisory Committee, and the facilitation of public meetings.

PROJECT EXPERIENCE

Lake County Big Valley GSA, Department of Water Resources: SGMA Associate Facilitator Recycled Water Expansion Evaluation, City of Roseville: Water Resources Planner/EIT

Water Budget Development for the Ukiah Valley Groundwater Basin, City of Ukiah: Researcher





Oscar Serrano, PE

ROLE

Public Outreach and Facilitation - Tribal Liason

TITLE

LSCE - Senior Engineer

EDUCATION

MS, Civil and Environmental Engineering, University of California Berkeley

BS, Civil Engineering, California State University, Sacramento

CERTIFICATIONS/LICENSES

Professional Engineer CA, No. 66841

PROJECT RESPONSIBILITIES

- Tribal Outreach
- Tribal Communication

RELEVANT EXPERIENCE

Oscar has over 17 years of experience and has been involved as a project manager for water resources projects, design facilities and water master plans. Mr. Serrano's experience includes water master planning; design of drainage, sewer, and potable water facilities; writing technical memorandum; grant writing, water rights, and hydrologic/hydraulic modeling. For over a decade, provided water and environmental professional services to the Colusa Indian Community Council, a federally recognized Tribe in Northern California. Through his Tribal involvement he has provided outreach to Tribes in the Northern Sacramento Valley and is intimately familiar with Tribal water and environmental issues.

PROJECT EXPERIENCE

Colusa Groundwater Authority (CGA) Groundwater Sustainability Plan (GSP), CGA, Technical Advisory Committee: Under a previous employer participated on the Technical Advisory Committee to develop the CGA GSP. Maintained the Colusa Indian Community Council abreast of the GSP development and regularly communicated with the Kletsel Dehe Band of Wintun Indians. The Colusa Groundwater basin is a medium priority basin requiring the GSP to be submitted in January 2022.

Northern Sacramento Valley Integrated Regional Water Management Plan (NSV IRWM), NSV IRWM Group, Technical Advisory Committee: Under a previous employer participated as the Tribal Representative on the Technical Advisory Committee for the NSV IRWM group and the development of the plan. Tribal outreach included communicating with the ten Tribes within the NSV IRWM region



Will Halligan

ROLE

GSP Documentation Production - Documentation

TITLE

LSCE - Vice President, Senior Principal Hydrogeologist

EDUCATION

MS, Geoscience (Hydrogeology) University of Nevada, Las Vegas BS, Geology, California State University, Chico

CERTIFICATIONS/LICENSES

Professional Geologist, CA No. 7056

PROJECT RESPONSIBILITIES

- Support and review GSP documentation and deliverables.
- Utilizing experience and knowledge of SGMA, provide proactive insights and perspectives in all phases of GSP development

RELEVANT EXPERIENCE

Will has over 30 years of professional experience including over 25 years conducting local to regional groundwater characterization investigations. Will has utilized his decades of experience in evaluation and characterization of groundwater resources, conceptual model development, and numerical modeling to assist clients in complying with the Sustainable Groundwater Management Act (SGMA). Since the inception of SGMA in 2014, Will has focused on providing GSP preparation and implementation services to a wide range of clients throughout California. Will has prepared GSPs for groundwater sustainability agencies ranging in size from 2,500 acres to over 600,000 acres, each with unique and varied beneficial users and uses of groundwater and surface water resources. Will has also managed staff in preparing GSPs and also has conducted peer review and technical oversight of all aspects of GSP development. Will was involved in SGMA GSP regulation development and feedback as part of Groundwater Resources Association's Sustainable Groundwater Management Committee. He advises GSAs on GSP development and implementation.

PROJECT EXPERIENCE

Westside Subbasin Hydrogeologic Conceptual Model and GSP, Westlands Water District: Project Manager

Farmers Water District GSA GSP, Delta Mendota Subbasin: Project Manager Fresno County Management Areas A and B GSP, Delta Mendota Subbasin: Project Manager



Groundwater Knowledge and **Expertise**

LSCE has a strong understanding of what is required to achieve a compliant GSP based on our experience and involvement in developing the GSP regulations, reviewing and commenting on SGMA Best Management Practices guidance documents, reviewing and/or completing GSPs in more than ten critically overdrafted subbasins, and development of GSPs in at least nine medium and high priority basins. Vicki Kretsinger Grabert, an established leader in statewide groundwater policy, was personally invited by David Gutierrez, former DWR SGMA Program Manager, to be a member of DWR's Practitioner Advisory Panel. Beginning in 2015, she provided input to DWR on the development of the GSP regulations during regular meetings of the Panel and continues to provide input to DWR during SGMA implementation.

In Stantec's capacity as a prime contractor for DWR's SGMA Facilitation Support Services, their public affairs team has facilitated the development of numerous GSAs, Advisory Committees, and GSPs, and they are well-versed in establishing linkages between GSP requirements and stakeholder education and engagement. We have been and continue to be the go-to resource for strategic communication and engagement services for GSAs in California. We don't just work on projects, we work toward long-term viability for GSAs to thrive, and for their GSPs to not just meet SGMA requirements but to be strong foundations for managing local groundwater. LSCE continues to be involved with GSP implementation through preparation of SGMA-compliant Annual Reports, grant-supported monitoring well installation for SGMA purposes, and grant-supported GSP implementation projects such as recharge feasibility planning and domestic well inventories.

Through these experiences, we are highly familiar with the GSP regulations. Our approach to satisfying the GSP regulatory requirements ensures all GSP requirements are addressed as draft GSP sections are developed, and we identify where additional work may be important in the future to address data gaps and uncertainty as part of the required annual reporting and/or five-year update process.

Our involvement and experience in developing GSPs in critically overdrafted basins and communications with DWR during these efforts brings a deeper understanding of DWR's expectations for compliant GSPs. Since LSCE's inception in 1980, the firm's experience in groundwater resources is renowned for regional characterization of groundwater conditions and understanding of the many geologic, hydrologic, legal, and institutional factors affecting groundwater—all of which provide a vital perspective for groundwater management and meeting SGMA's overarching objectives.

The LSCE Team has successfully prepared numerous SGMA-related grant applications, including:

- At least eight Proposition 1 and/or Proposition 68 grant applications to support GSP development for critically overdrafted and medium and high priority basins (Madera, Chowchilla, Westside, Napa Valley, East Contra Costa, East Bay Plain, Solano, and Delta Mendota Subbasins)
- At least seven of the above applications and also other grant applications have or are currently supporting SGMA-related monitoring well installation (Madera, Chowchilla, Westside, East Bay Plain, Solano, East Contra Costa, and Napa Valley Subbasins)
- Other successful SGMA-related grant applications include groundwater recharge feasibility (Madera County and Westside Subbasin) and domestic well inventories (Madera and Chowchilla Subbasins)

LSCE's experience with grant applications includes providing support to GSA applicants in preparing quarterly grant progress reports, including working closely with DWR administrative staff on grant reimbursement requirements.

As a DWR team subcontractor, LSCE assisted DWR with the preparation of a field safety plan and a workflow plan for Technical Support Services (TSS) work by the Department and GSAs. LSCE is familiar with the preparation of TSS applications on behalf of GSAs (examples include applications for Tehama County and Solano Subbasin).



| For this proposal, we have hand-picked a group of | LSCE and Stantec Project Experience Matrix | | | | | | | | | | | | | | | | | | |
|---|--|---|---------------------------|--------------------|--|--|---|--|-------------------------------------|---|---|------------------------------|---|--|-----------------------------------|--------------------------|---------------------|---------------|--|
| professionals who have worked in the Basin, worked extensively for their careers on water management | | | | | | | | | | Project Features | | | | | | | | | |
| projects, and have specialized knowledge in the development of successful GSPs. The result is a multidisciplinary team with unparalleled technical expertise and experience with basin issues. We are confident that this team of experts will deliver all of the needed services to fully address SGMA requirements. Project/Client | Team Firms (LSCE or STN) | Key Project Personnel Proposed for this Project | Year Project Completed | Development of HCM | Description of Groundwater Conditions | Development of Current and Historical Water Budgets | Development of Projected Water Budgets | Estimation of Basin Sustainable Yield | Delinieation of Management Areas | Establishment of Sustainable Management Criteria | Design of Surface Water and Groundwater Monitoring Networks | Reporting of Monitoring Data | Formulation of Projects and Management Actions | Economic Analysis: Benefit- Cost, Financial Feasibility, and Cost Allocation Studies | Community Outreach and Engagement | Disadvantage Communities | Tribal Coordination | Grant Writing | Data Management System (DMS) Definition DMS Implementation |
| Madera Subbasin GSP | LSCE | V. Kretsinger (LSCE), N. Watterson (LSCE) N. Newcomb (LSCE) | Ongoing | | • | • | • | • | • | - | - | | - | • | - | • | | | • |
| Napa Valley Subbasin Basin Analysis Report (GSP); Napa Valley Subbasin Northeast Napa Management Area; SGMA Annual Report (Napa County) | LSCE | V. Kretsinger (LSCE), N.Newcomb (LSCE) | Ongoing | | • | | • | - | • | - | • | • | • | | | | | • | |
| Chowchilla Subbasin GSP | LSCE | V. Kretsinger (LSCE), N. Watterson (LSCE), N. Newcomb (LSCE) | Ongoing | | - | • | • | • | - | - | • | | - | | - | • | | | • |
| Tehama County GSPs (Antelope, Bowman, Red Bluff, and Los Molinos) | LSCE | V. Kretsinger (LSCE), E. Teasdale (LSCE), W. Halligan (LSCE), O. Serrano (LSCE) | Ongoing | | - | - | | - | - | • | | - | | • | - | | • | | |
| Westside GSP | LSCE | E. Teasdale (LSCE), W. Halligan (LSCE) | Ongoing | | | | | | | - | • | | | | | | | | |
| Indian Wells Valley GSP (Subject Matter Expert for Large Agriculture) | LSCE | E. Teasdale (LSCE) | Ongoing | | | | • | • | • | | • | | | | | | | | |
| Merced GSP (Subject Matter Expert for Turner Island Water District) | LSCE | E. Teasdale (LSCE) | 2020 | | | | | | | | | | | | | | | | |
| Farmers Water District | LSCE | W. Halligan (LSCE) | Ongoing | | | | | | - | | | | | | | | | | |
| Solano Subbasin GSP, and Water Conservation Assessment | LSCE STN | V. Kretsinger (LSCE), N. Watterson (LSCE), T. Klug (STN) | Ongoing | | | - | | - | | • | • | | | | | | | | |
| Maha Development, Lake County | LSCE | V. Kretsinger (LSCE) | 2020 | | | | - | | | | | | | | | | | | |
| East Contra Costa GSP | LSCE STN | V. Kretsinger (LSCE), M. Murray (STN) | Ongoing | | | - | | - | | | | | | | | | | | |
| Lake County BVGSA Outreach and Coordination | STN | C. Clark (STN), M. Marquez (STN) | Ongoing | | | | | | | | | | | | | | | | |
| Kern County GSPs (Chevron, Arvin-Edison Water Storage District, Olcese Water District, and Wheeler Ridge-Maricopa Water Storage Distritc, Tejon-Castac Water District) | STN | T. Regan (STN), T. Klug (STN) | Ongoing | | • | • | - | - | - | - | | • | | | • | - | | | |
| White Wolve Basin GSP (Tejon-Castac Water District) | Previous | T. Klug (STN) | 2018 | | | | | - | | | - | | | - | | | | | |
| Yuba Basin GSP Development and Implementation | STN | I. Khadam (STN), S. Price (STN) | Ongoing | | | | | | | | | | | | | | | | |
| Yuba Groundwater Management | STN | I. Khadam (STN), S. Price (STN) | Ongoing | | | | | | | | - | | | | | | | | |
| Delta-Mendota SGMA Inter-Basin Coordination | STN | C. Clark (STN) | Ongoing | | | | | | | | | | | | | | | | |
| Groundwater Contamination Education Materials for Central Valley Communities (Community Water Center) | Previous | T. Klug (STN) | 2017 | | | | | | | | | | | | • | • | | | |
| Statewide Facilitation Support Services for SGMA, DWR | STN | C. Clark (STN), M. Marquez (STN), M. Murray (STN), T. Klug (STN) | Ongoing | | | | | | | | | | | | | | | | |
| Statewide SGMA Compliance Report (Cal Water) | Previous | T. Klug (STN) | 2018 | | | | | • | | | | | | | | | | | |
| Northern Sacramento Valley Integrated Regional Water Management Plan; Northern California Water Association Groundwater Support | Previous | O. Serrano (LSCE), V. Kretsinger (LSCE), N. Watterson (LSCE) | Ongoing 2020 | | • | | | | | | | • | | | • | • | • | | • • |
| Colusa Groundwater Authority GSP | Previous | O. Serrano (LSCE) | | | | | | | | | | | | | | 33 | | | |



Project Schedule and Work Plan

Work Plan

Task 1 – Project Management

The LSCE Team recognizes the significant role project management has on the success of the Big Valley Basin GSP. Our approach takes advantage of the most knowledgeable experts, who have joined the team from a variety of well-established firms. Strong and effective communication will be essential in ensuring collaboration across the team and basin stakeholders. Because of this, we have paired together a highly experienced project manager and local assistant project manager familiar with the Basin's water issues through his firm's community facilitation support work. Our PM Eddy Teasdale, and Assistant PM (Ibrahim Khadam), will work together to ensure effective cross-team communication and allocation of work assignments to avoid overlaps, promote efficiency, and eliminate excess cost. They will do this by:

- Leveraging team expertise where needed
- Limiting the involvement of firms on each task
- Regularly communicating with the team
- Tracking individual budgets and performance

TASK 1.1 – WORK PLAN

We will develop a work plan for the work group to review and approve within two weeks of the Notice of Award. We will work with all stakeholders to incorporate pertinent information into the work plan. The work plan will include a final version of the project schedule (a draft Gantt chart schedule is included in this proposal).

TASK 1.2 - MEETINGS

Several meetings and workshops will be held to develop strategies for addressing issues; communicate results of tasks being completed; inform, educate, and obtain input from the stakeholders; and to seek input from District staff.

Task 2 – Communications and Public Comment

Achievement of the Big Valley Basin GSP preparation and adoption schedule will require cohesive coordination and collaboration between Lake County, basin stakeholders, and the LSCE/Stantec Team to answer the many technical, policy, and societal questions on the horizon. The LSCE/Stantec Team has laid the foundation for these discussions through its support to Lake County via the DWR's SGMA Facilitation Support Services Program, a task order launched in February 2020 and led by Senior Facilitator Christy Clark and Assistant Facilitator Maritza Flores Marquez. By leveraging this early and ongoing work, the team intends to deliver an integrated and cohesive GSP through effective and efficient use of available resources. Tasks proposed under this effort are as follows:

TASK 2.1 – GSA BOARD AND ADVISORY COMMITTEE COMMUNICATIONS

As the Big Valley Basin GSA's governing body, the Lake County Board of Supervisors expects consistent updates on SGMA efforts, and it is expected that these will continue throughout GSP development and adoption. The ambitious timeline means Board updates need to be consolidated to cover a variety of technical information. The Big Valley Basin Advisory Committee will already be meeting on a monthly basis under the FSS Program contract, and during GSP development they will be called upon to meet frequently to provide input on GSP technical, policy, and societal issues. To prepare for Board and Advisory Committee meetings, our team will develop targeted agendas, provide facilitation support, capture decisions and action items via the GSP Decision Log (a deliverable of the FSS Program), and provide an executive summary of each meeting. These elements will become a key component that addresses DWR's GSP Evaluation Criteria (California Code of Regulations §355.4(b)(10)). For formal Board updates, we will



assist in the development of companion materials, presentation slides, and provide connections to additional resources to serve as background and education materials.

TASK 2.2 – TECHNICAL WORKING GROUPS AND AD-HOC COORDINATION

Key stakeholders have been contacted to convene an Advisory Committee for the Big Valley GSA, and they represent an array of SGMA-identified beneficial users (California Water Code §10723.2). As GSP development commences, there will be a need to work with specific groups of stakeholders on technical issues through targeted ad-hoc meetings staffed by internal and external subject-matter experts. Our team will also provide virtual meeting platform support by administratively running these meetings for the GSP development team. These technical working groups and ad-hoc meetings need facilitation and support with materials, documentation, and follow-upour team will handle everything from meeting notifications to summaries. Discussion items will be captured and logged in the GSP Decision Log and included in the administrative record of the final GSP.

TASK 2.3 – PUBLIC NOTICING AND PUBLIC COMMENT COORDINATION

In addition to Board and Advisory Committee communication and technical meeting support, our team will support Lake County in meeting the formal noticing and communication requirements for adoption of its GSP. These will include assistance to draft, distribute, respond and manage notifications consistent with California Water Code §10728.4 and coordinate the collection, processing, and reporting of public and agency comments to the Public Draft GSP. These elements will be compiled in a Public Comment Summary to be provided to the GSA Board of Directors prior to its hearing to adopt the Big Valley Basin GSP.

Task 3 – Data Collection

The LSCE Team will conduct this task, data collection, to prepare the GSP, as it is foundational to the subsequent tasks, and is required to support analysis, conclusions, and recommendations in the GSP. Data collection will consist of acquiring and receiving data from public and local entities on all data types needed

for the GSP (e.g., groundwater level, water quality, well locations, well construction details, groundwater pumping, water use, surface water quality surface water deliveries, and subsidence) and will include references and written documents. The digital data will then be incorporated in a Data Management System (DMS) to improve data security, integrity, conduct quality control measures and facilitate data updates or uploads and reports or exported files.

Data types and sources will be consistent to past practice by LSCE and recognized by DWR. Sources will include but are not limited to those listed below.

| | Typical Data Type | e Sources | | | | | | |
|------------------|--|---|--|--|--|--|--|--|
| Purpose | Data | Source | | | | | | |
| | Water levels | California Statewide Groundwater Elevation Monitoring program (CASGEM) and DWR's Water Data Library (WDL) | | | | | | |
| НСМ | Groundwater chemistry, and Environmental hazardous release sites | State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA), State Water Resources Control Board's GeoTracker, | | | | | | |
| | Surface water chemistry | California Environmental Data Exchange Network (CEDEN) | | | | | | |
| Basin | Surface water bodies and Groundwater dependent ecosystem | DWR's Natural Communities Commonly Associated with Groundwater Dataset (NC Dataset), USGS, SGMA data Viewer | | | | | | |
| Charac- | Lithology plus construction of wells | DWR and local agencies | | | | | | |
| terization | Topography | USGS | | | | | | |
| | Land Subsidence | USGS, InSAR, local survey agencies | | | | | | |
| | Soil Characteristics and Recharge Areas | SAGBI, NRCS, USGS, SGMA Data Viewer | | | | | | |
| Ground- water | Groundwater flow conditions and gradients, hydrographs, change in storage graphics | C2VSim, CASGEM, SGMA Data Viewer | | | | | | |
| Condi- tions | Regional pumping patterns | Groundwater plans and stakeholder records | | | | | | |
| LIOIIS | Land use irrigation practices | DWR, County Agricultural Commission, stakeholders | | | | | | |



Task 4 – Define Plan Area and Basin Setting

This task entails the completion of two required elements of the GSP, Plan Area and Basin Setting. Both parts of the GSP are created after acquisition of data, reference documents, and planning documents. Communication with local stakeholders rounds out the information needed for these sections.

TASK 4.1 - PLAN AREA

This section of the GSP summarizes the local, state, and federal agencies, and government bodies including their programs that relate to water and governance in the Basin or outside the Basin that may affect groundwater sustainability. In addition, it describes stakeholder engagement and opportunity for all parties to receive notification and participate in the decision-making processes as the GSP is written.

Below are the anticipated elements of the Plan Area section:

- Summary of jurisdictional areas including maps.
- Description of water resources monitoring and management programs.
- Summary of land use or general plans governing the basin. Description of how the GSP implementation may affect water supply in the future, description of well permitting, land use implementation plans outside the Basin that may affect the sustainability of the Basin.
- Several maps (including a series of current and future land use, land use outside of the Basin, and well density).
- Additional GSP elements including conjunctive use programs, wellhead protection, migration of contaminated groundwater, well construction/ abandonment/destruction programs, replenishment of groundwater extractions, underground storage, impacts on groundwater dependent ecosystems, etc.
- Notice and communication efforts describing the notification and description of beneficial uses and users of groundwater and other interested parties, public meetings, comments, and responses on the GSP, the decision-making process for the proposed

GSP, and a description of collaborative meetings and the method the GSA uses to inform the public about progress of implementation of the Plan.

TASK 4.2 - BASIN SETTING

The four components of Basin Setting under SGMA are the hydrogeologic conceptual model (HCM), groundwater conditions, water balance, and management areas. Our approach is that the HCM, groundwater conditions and water budgets should be developed to the degree that they directly support the sustainability policies. Below are the anticipated elements of the Basin Setting section:

Hydrogeologic Conceptual Model

The HCM comprises several elements that combine to establish a clear and complete description of the basin geology and hydrogeology. Geologic setting including Basin topography, soil, and surface water features (including a map), surficial geology and structural setting of the Basin (including a map with surficial geology, cross section locations, and at least two geologic cross section figures).

Hydrogeologic Conceptual Model (HCM) including:

- Basin boundaries
- Principal aquifers and aquitards
- Soil characteristics and recharge areas
- Data gaps in the HCM
- Monitoring network and program including descriptions of the monitoring network and program for the GSP, objectives, assessment, and recommendations for improvement, monitoring protocols, and a map showing the GSP monitoring network
- Groundwater and surface water conditions including descriptions, maps, hydrographs, and figures of historic and current aspects of the following:
- Groundwater elevations
- Groundwater storage
- Groundwater quality conditions
- Land subsidence
- Interconnected surface water



Task 5 – Modeling and Water Budget Analysis

TASK 5.1 - MODELING

An integrated surface water and groundwater flow hydrologic model (IHM) informs development of various pieces of the GSP, and to help in decision making by the Advisory Committee and the District. Based on previous work currently being conducted in the Napa Valley Subbasin, the modeling team led by Nick Newcomb and Randy Hanson are proposing to utilize a similar approach. LSCE's proposed approach includes the development of a detailed integrated hydrologic model (IHM) for the Big Valley Basin and adjacent Scotts Valley Basin. Development of the IHM is a coupled approach using the MODFLOW One-Water Hydrologic Model (MODFLOW-OWHM) and Basin Characterization Model (BCM) platforms developed by the U.S. Geological Survey

(USGS). This approach has been applied in the development of several GSPs as well as numerous other hydrologic studies throughout California.

MODFLOW-OWHM will be used to simulate surface and subsurface processes in the Big Valley and Scotts Valley Basins as necessary to evaluate the broad range of SGMA requirements. MODFLOW-OWHM is an open-source (non-proprietary) integrated groundwater flow and agricultural supply-demand model. MODFLOW-OWHM includes a robust handling of groundwater flow, streamflow, and stream-aquifer interaction. The strength of the MODFLOW-OWHM code is in its capability to calculate crop water requirements, allocate agricultural water demand and simulate dynamic feedback between the climate, landscape, surface water and groundwater systems.

The BCM is an open-source watershed modeling tool used to evaluate the water balance in predominantly undeveloped watersheds and will provide tributary inflows to the Big Valley and Scotts Valley Basins. The BCM also provides spatially and temporally distributed climatic inputs for the MODFLOW-OWHM model and will be linked to global circulation models to evaluate climate change as required by SGMA for the development of projected hydrologic budgets.

ONE-WATER HYDROLOGIC MODEL

Supply and Demand

- Ag/Urban Water Demand
- Irrigation and Imports
- Conjunctive Use

Streamflow

- Diversions and Runoff
- Groundwater Hydraulics
- Recharge
- Pumping
- 3D Groundwater Flow
- Stream-Aquifer Interaction



BASIN CHARACTERIZATION MODEL

Watershed Response in Upper Watershed

Inputs to One-Water

- Tributary Inflows
- Mountain Block Recharge
- Climate Inputs
- Reference ET
- Precipitation

Future Climate Analysis

Micheli et al., 2016



The IHM will be used for three key portions of the GSP:

- Development of historical, current and projects water budgets: The projected water budgets will include the climate change data as developed and provided by DWR.
- Development of sustainable management criteria (SMC): Once the monitoring networks are selected, the model will be used to verify appropriate minimum thresholds and establish interim milestones at 5-year increments.
- Assessment of benefit of potential projects and management actions: Model scenarios will be developed, and model results analyzed to evaluate which projects and management actions (PMAs) will provide for long-term sustainability of the Big Valley Basin.

The integrated hydrologic model is a tool that helps GSAs make policy decisions and the GSP will follow an iterative process throughout the GSP development to develop PMAs that will meet the SMC.

TASK 5.2 – WATER BUDGET ANALYSIS

The LSCE Team will prepare water budgets to comply with GSP requirements and account for the annual amount of groundwater and surface water entering and leaving the Big Valley Basin. Groundwater budgets provide a quantitative understanding of the relationship between groundwater recharge, groundwater pumping, stream depletion and flow between basins. Three water budgets are required by SGMA: a historical, current, and future water budget. Each of the three water budgets must include both a groundwater budget and a surface water budget, and each will be used to establish a sustainable yield that is unique to that water budget. Sustainable yield is the maximum annual groundwater extraction over the long term that will not cause an undesirable result. A sustainable yield of the Big Valley Basin will be estimated for each of the historical, current, and future conditions water budgets, and the future sustainable yield will be incorporated into the sustainable management criteria established under Task 6.

Typical surface water and groundwater budget components are listed below:

| Summary of Typical Surface Water Budget Components | | | | | | | | | | | | |
|--|---|--|--|--|--|--|--|--|--|--|--|--|
| Surface Water Inflows | Surface Water Outflows | | | | | | | | | | | |
| Stream inflows from outside of Subbasin | Streambed recharge to groundwater | | | | | | | | | | | |
| Monthly precipitation | Direct stream diversions | | | | | | | | | | | |
| Stream inflow from creeks (i.e., Kelsey Creek, Sweetwater Creek) | Stream outflow from creeks (i.e., Kelsey Creek, Sweetwater Creek) | | | | | | | | | | | |
| Groundwater discharge to streams | Evaporation | | | | | | | | | | | |
| Applied water | | | | | | | | | | | | |

| Summary of Typical Groundwater Water Budget Components | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|
| Groundwater Inflows | Groundwater Outflows | | | | | | | | | | | |
| Deep percolation of precipitation | Groundwater pumping (agriculture, urban, domestic) | | | | | | | | | | | |
| Streambed recharge to groundwater | Groundwater discharge to streams | | | | | | | | | | | |
| Deep percolation to applied irrigation | Subsurface outflows to adjacent Subbasins | | | | | | | | | | | |
| Septic system return flows | Riparian and crop evapotranspiration | | | | | | | | | | | |
| System loss return flows | | | | | | | | | | | | |
| Subsurface inflows | | | | | | | | | | | | |

Per the GSP Regulations, the water budgets will be evaluated with respect to the availability and reliability of surface water supplies, the suitability of water budgets to project future water budget information and the impacts of historical, current and projects conditions on the ability to operate the Big Valley Basin within the sustainable yield.

Historical Water Budget

Under Task 5.1 IHM results for the historical water budget will be complied and organized to meet the water budget reporting requirements for the GSP regulations and as described in DWR's Water Budget Best Management Practices document. In addition to meeting the requirements of the GSP regulations, the LSCE Team water budgets will be presented in a way that guides groundwater sustainability decisions. Water budgets will be quantified on a monthly time



step to facilitate review and support the evaluation of potential PMAs. Water budgets will also be quantified at a subregional scale, corresponding to water supplies or other physical or political boundaries within the subbasin. In addition, the LSCE Team will report and evaluate, average overdraft (if appliable), estimated supplies, demands and storage change by water year type for compliance with GSP regulations.

Current Conditions Water Budget

The current conditions water budget provides a snapshot of the Big Valley Basin's current hydrology. Because it is a snapshot, the current water budget has limited utility in designing long-term sustainability programs. The current conditions water budget will be developed for the most recent year or years simulated by the IHM. This will reasonably reflect current agricultural and urban demands.

Future Conditions Water Budget

The future conditions water budget is the most useful of the three water budgets because it reflects the conditions that the Big Valley Basin must attain for sustainability. The future water budget must be based on 50 years of historical data. Several assumptions must be built into a baseline future model to develop the future water budget. The LSCE Team will work with the Advisory Committee, a proposed model ad-hoc committee, District staff and stakeholders to develop reasonable estimates of projected agricultural and urban demands. Agricultural demands will be estimated based on agreed to projected land use and irrigation practices developed through consultation with local experts and considering recent historical trends in local demands. The future baseline conditions will be developed with DWR's climate change factors to estimate baseline conditions under moderate (2030) projected climate change and more extreme (2070) projected climate change. The appropriate climate change scenarios can then be used to assess the robustness and vulnerability of selected projects and actions.

Task 6 – Develop Sustainability Management Criteria

The four components of Sustainable Management Criteria (SMC) under SGMA are the sustainability goal, measurable objectives, minimum thresholds, and undesirable results. Development of SMCs will be an interactive process involving discussion of the sustainability goal, identification of undesirable results, and identification of minimum thresholds and measurable objectives.

Developing SMCs is one of the most important aspects of the GSP; and these build on the data and technical analysis developed under previous tasks. This task integrates policy decisions made by the District and Advisory Committee and the GSA Board and includes opportunities for public review and input. Per SGMA regulations, the sustainability goal for the Big Valley Basin is not only a statement of intent to achieve sustainability, but it additionally needs to consider the following components:

- A description of the sustainability goal
- A discussion of the measures that will be implemented to ensure the Basin will be operated within the sustainable yield, and
- An explanation of how the sustainability goal is likely to be achieved.

The LSCE Team will prepare a concise description of how sustainability in the Basin would be reached using SGMA regulations and DWR's BMP for Sustainable Management Criteria as a guide.

TASK 6.1 – SUSTAINABILITY GOAL

Because available groundwater data indicate that there is no evidence that groundwater levels in the Big Valley Basin are experiencing significant or unreasonable declines, we anticipate that the sustainability discussion will focus on concerns about potential impacts to interconnected surface water and groundwater and Groundwater Dependent Ecosystems (GDEs).

Our team has unsurpassed expertise and experience dealing with GDEs. We will rely on this experience as well as the The Natural Conservatory's "Guidance



for Preparing Groundwater Sustainability Plans and Environmental User Checklist" to assist in development of science-based and regulatory agencyaccepted sustainability criteria thresholds.

TASK 6.2 - UNDESIRABLE RESULTS

Undesirable results are defined as significant and unreasonable effects for one or more sustainability indicators caused by groundwater conditions in the Basin. The applicable sustainability criteria include groundwater levels, storage, water quality, subsidence, and interconnected surface water. The Project Team will work with the Big Valley Basin stakeholders to define undesirable results. The Project Team will provide a description of Basin groundwater conditions that would lead to undesirable results, criteria used to determine when undesirable effects occur, and potential effects of undesirable results (e.g., on beneficial uses/users, land use/property interests). The Project Team will also evaluate the metrics to define undesirable results for given sustainability indicators (e.g., measurements at representative monitoring sites). Model results will be used to help evaluate the key sustainability indicators. including groundwater level and storage changes, groundwater - surface water interactions, and potential GDE impacts.

TASK 6.3 – MINIMUM THRESHOLDS

The Project Team will develop minimum thresholds for each applicable sustainability indicator in the Basin. Minimum thresholds are a numeric value for each sustainability indicator used to define undesirable results. Sustainability indicators are expected to include groundwater levels, groundwater storage, water quality, land subsidence, and interconnected surface water. The minimum thresholds will be set at levels for which, if they are exceeded, undesirable results may be expected to occur at significant and unreasonable levels. Justification for each minimum threshold will be provided. The Project Team will describe relationships between the various minimum thresholds for each sustainability indicator, minimum thresholds will be described in terms of their effects on the beneficial uses and users of groundwater, and a description will be provided of how selected minimum thresholds

avoid causing undesirable results in the adjacent Scotts Valley Basin. Furthermore, the Project Team will describe how minimum thresholds impact land uses and property interests, how minimum thresholds relate to regulatory standards, and how minimum thresholds will be measured and consistent with monitoring network requirements.

TASK 6.4 - MEASURABLE OBJECTIVES

The Project Team will develop measurable objectives for each sustainability indicator that provide for sufficient operational flexibility under adverse conditions and that consider overall levels of uncertainty. Measurable objectives will include interim milestones in increments of five years to achieve overall sustainability within the 20-year implementation period (by 2042).

The minimum thresholds will be used to help develop measurable objectives for each sustainability indicator, or critical parameter, as required in the GSP. Measurable objectives will be based on minimum thresholds, and like minimum thresholds, will represent quantitative values but will be selected to provide operational flexibility in the case of extenuating or adverse circumstances (e.g., a long-term drought). The measurable objectives will represent the end goal toward sustainable groundwater management (e.g., achieving sustainable yield with no overdraft and a basin in balance) that can be achieved in 20 years. Interim milestones for each measurable objective would be provided in increments of 5 years, on the path to achieving sustainable groundwater management via the measurable objective.

Task 7 – Design Sustainability Progress Monitoring Program

This task will be designed to meet GSP regulations under Subarticle 4 (Monitoring Networks) and section 352.2 (Monitoring Protocols) of Subarticle 3. Work conducted under this task will also consider best management practices (BMPs) developed by DWR for monitoring networks and protocols.



TASK 7.1 – IDENTIFY MONITORING NETWORK OBJECTIVES

The monitoring plan in the GSP will include a description of monitoring network objectives. Overall, the Project Team will develop a monitoring plan that demonstrates progress towards achieving measurable objectives, monitors impacts to beneficial uses and users, monitors changes in groundwater conditions, and helps quantify annual changes in water budget components.

TASK 7.2 – EVALUATE EXISTING MONITORING PROGRAMS

The Project Team will review existing groundwater and surface water monitoring programs in the Subbasin, which include monitoring conducted by Lake County and other local agencies and stakeholders. The Project Team will develop a monitoring plan that builds upon existing monitoring programs in the Basin and describes a network that provides sufficient data to describe short-term, seasonal, and long-term trends in groundwater and related surface water conditions. Monitoring data will be stored in a Data Management System and reported to DWR in Annual Reports.

7.3 – ASSESSMENT OF MONITORING GAPS AND DESCRIPTION OF MONITORING NETWORK

The Project Team will review the existing monitoring programs and identify gaps in available monitoring data for groundwater levels, groundwater quality, surface water-groundwater interaction, and land subsidence. These gaps will be outlined along with potential approaches for filling the gaps.

Based on the HCM and groundwater conditions assessment, a subset of monitoring sites will be selected to be representative of overall Basin conditions and of conditions in each management area (if any) for each sustainability indicator. The monitoring network will be designed and tailored to meet GSP requirements to track each applicable sustainability indicator. Monitoring wells will be selected and grouped to provide representative data for a particular geographic and hydrogeologic condition. The Project Team will describe how

the network will be developed, implemented, and monitored to provide sufficient spatial and temporal coverage to obtain sufficient data for each sustainability indicator. Local stakeholder input will be crucial for participation and cooperation in this tailored approach to the monitoring network, especially for groundwater levels and groundwater quality.

TASK 7.4 – DEVELOP MONITORING PROTOCOLS

The Project Team has already reviewed the District's measurement procedure (dated April 20, 2016) and we plan to refine monitoring standard protocols for the monitoring network utilizing the previous procedures. Protocols will be developed for collection of groundwater level data, groundwater quality data, surface water stage and flow, land subsidence, and drilling, installation, and development of new dedicated monitoring wells (if any in the future).

Task 8 – Identify and Evaluate Proposed Projects and Management Actions

This task is intended to meet requirements under the GSP regulations (354.44) to describe projects and/ or management actions that will achieve the Big Valley Basin sustainability goal. Considerable work has been completed in previous studies of potential PMAs and preliminary estimates show that over a period since 1949, the cumulative change in storage is approximately zero AF. Overall, based on previous estimates the groundwater storage in the Basin appears to be stable. As such, the approximate scale and location of potential PMAs that may be needed to address any sustainability challenges, and maintain or enhance current sustainability, will be assessed through an analysis of the various sustainability indicators. If projected water budgets, assessment of future conditions in the Basin, or other sustainability analyses identify areas with potential sustainability challenges, the LSCE Team will work with Basin stakeholders to identify potential PMAs to address those needs.



TASK 8.1 – IDENTIFICATION OF PROJECTS AND MANAGEMENT ACTIONS

As part of this Team's experience working with other GSPs, the most acceptable approach to PMAs is to avoid prescriptive actions. The PMAs should provide individual landowners and public entities the flexibility in how they manage water and how the Basin achieves groundwater sustainability. All beneficial uses and users of groundwater and surface water in the Basin will be considered when developing PMAs. The Project Team will develop a preliminary list of potential PMAs that build upon previous efforts to help in achieving sustainable yield and avoiding overdraft. This list will be reviewed with the GSA and additional projects identified, if necessary.

TASK 8.2 – DEVELOP PRE-FEASIBILITY COSTS AND BENEFITS OF PROJECTS AND MANAGEMENT ACTIONS

The Project Team, in conjunction with GSAs, will refine pre-feasibility costs and benefits of the identified PMAs, making maximum use of past studies, to identify the most promising projects. PMA considerations will include benefit to measurable objectives, circumstances for implementation, public noticing, permitting and regulatory process, schedule, expected benefits, how it will be accomplished, legal authority required, estimated costs and plan to meet costs, management of groundwater extraction/recharge, and relationship to GSP elements. The resulting list of PMAs will be prioritized by cost effectiveness to select the most optimum potential projects for detailed evaluation.

TASK 8.3 – EVALUATE AND SELECT PROJECTS AND MANAGEMENT ACTIONS

The project evaluation will include assessment of both hydrogeologic and economic feasibility of each potential project. Economic and financial feasibility are assessed in separate, but related, evaluations that are used to quantify costs, benefits, and project tradeoffs to determine whether the project is affordable and a cost-effective use of resources. A project is economically feasible if the benefits of the project are greater than the costs over the economic life of the project, and there

is no lower-cost way to achieve the same level of benefits. A project is financially feasible if the additional revenues generated by the project are sufficient to cover the costs of the project. That is, economic feasibility concerns the value of the project to stakeholders, relative to all other alternatives, financial feasibility determines whether the project is affordable, and the combined analyses are important for screening, vetting, and identifying preferred projects for managing limited groundwater supplies in the Big Valley Basin. It is anticipated that the groundwater model developed for the Basin will be used as part of the hydrogeologic assessment to help in evaluating the net benefit to the Basin of each project individually and for multiple projects simulated together. The Project Team recommends consideration of a no growth future baseline scenario to provide additional context for evaluating the benefits of proposed PMAs to bring the Basin into balance and meet SGMA sustainability requirements.

TASK 8.4 – REFINE COSTS AND DESCRIPTION OF SELECTED PROJECTS AND MANAGEMENT ACTIONS

The Project Team will refine the costs and descriptions of the selected PMAs to evaluate a group of projects that are determined to be economically feasible and compare the net effect of this group of projects on the Basin relative to the sustainable yield. The GSP will include a description of each PMA evaluated in detail, and how it will benefit the Basin and contribute to sustainability. Each description will include preliminary layouts, summaries of required facilities, anticipated permitting and regulatory requirements, a schedule for design, environmental review, and construction.

Task 9 – Develop GSP Implementation Program, Costs, Detailed Schedule, and Reporting

The Project Team will prepare a GSP section describing how the GSP will be implemented, including costs, schedule, annual reporting, and periodic assessment of progress towards sustainability. The GSP will describe measures to be implemented to ensure sustainability, and how to maintain the goal.



TASK 9.1 – ESTIMATE GSP IMPLEMENTATION COSTS

The Project Team will sum all the costs for proposed management actions, projects, monitoring, and other costs for implementation of the GSP. The Team will work with the GSA and Basin stakeholders to establish the cost of current and future estimated GSP implementation costs and satisfy GSP regulation § 354.6.e. Implementation costs will include any administrative, monitoring, updating, or technical services costs, but it will not include the cost of major projects that might be recommended in the GSP. For example, the costs for updating the new Basin-wide groundwater model will be included. The cost and feasibility of major projects and management actions will be assessed individually to ensure that the GSP satisfies the regulations § 354.44.b.8 and § 355.4.b.5.

TASK 9.2 – DEVELOP GSP IMPLEMENTATION SCHEDULE

The Project Team will develop a schedule for proposed PMAs over the 20-year implementation period.

TASK 9.3 – DEVELOP PLAN FOR ANNUAL REPORTING

This task involves development of a streamlined system for submitting Annual Reports to DWR that summarize Basin conditions for the past year, monitoring results, descriptions of PMAs implemented over the past year, and other requirements in Annual Reports.

A format for Annual Reports will be developed and a plan for reporting to the GSAs, local beneficial users, and DWR will be developed.

TASK 9.4 – DEVELOP PROCESS FOR PERIODIC EVALUATIONS

A process for assessing the progress, and making course corrections if needed, toward sustainable yield for the Big Valley Basin will be developed.

Task 10 – Compile Complete GSP for Adoption by GSA

TASK 10.1 - DEVELOP GSP OUTLINE

The LSCE Team will develop a GSP outline that will be used to guide the development of content for GSP chapters. The organization of the GSP outline will be consistent with DWR guidelines and checklist.

TASK 10.2 – PREPARE ADMINISTRATIVE DRAFT GSP

The LSCE Team will prepare an administrative draft of the GSP that includes the GSP's supporting appendices for internal review by District staff. The LSCE Team will submit the Administrative Draft to the District during the fourth quarter of 2021. This includes, but is not limited to, all necessary maps per SGMA detailing the Basin, including physical, political, and regulatory boundaries. Maps identifying existing and potential recharge areas that substantially contribute to recharge of the basin, areas of known water quality concerns, etc. will be included. Our team will prepare a list of references and documentation of technical studies supporting the GSP. The required appendices will be developed, including:

- Contact information for the plan manager
- · List of public meetings
- Technical appendices
- Groundwater model documentation
- Comments and responses developed for the communication and engagement process.

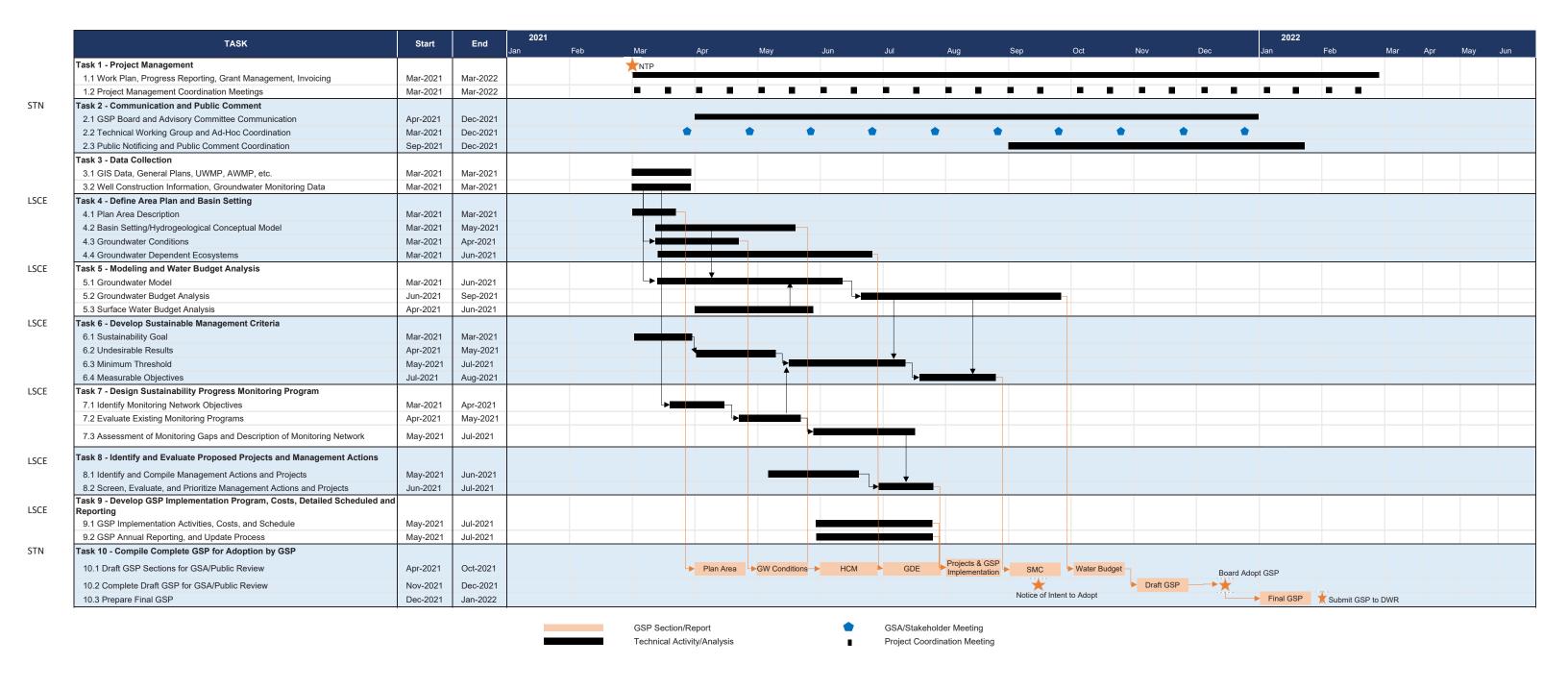
The Administrative Draft GSP will be reviewed by GSA staff members. After comments on the Administrative Draft are received, we will compile them and prepare a response. Comments on the AdministrativeDraft of the GSP will be used to prepare a Public Draft of the GSP that will be reviewed by the Board.

TASK 10.3 - PUBLIC DRAFT

The LSCE Team will prepare a Public Draft GSP and the GSP's supporting documentation and will provide this to the District by the end of October 2021. The Public Draft GSP will be circulated for public review and comment and posted on the District's website. After comments and on the Public Draft GSP are received, they will be compiled, and a responses to comments document will be prepared.



Project Schedule





Proposed Project Budget

| Staff Billing Rates | \$250 | \$230 | \$215 | \$196 | \$170 | \$140 | \$93 | \$83 | | | \$269 | \$234 | \$198 | \$167 | \$139 | \$119 | \$98 | | | | | | |
|--|--------|-----------|-------------|--------|---------|-------|-------|----------|---|----------|--------------|-------------|-------------|--------------|--------------|-----------|-------|----------|--------|---------------|---------------|--------------------|-------------------------|
| | | | | LSCE | Labor H | ours | | | | Subtotal | | | Star | ntec Labor I | Hours | | | Subtotal | TOTAL | | Ві | ıdget | |
| TASK | Expert | Principal | Supervising | Senior | Project | Staff | Admin | Clerical | | Hrs | Principal II | Principal I | Supervising | Senior | Professional | Associate | Admin | Hrs | Hrs | LSCE | Stantec | Other Direct Costs | TOTAL |
| Task 1 - Project Management | 0 | 0 | 200 | 0 | 40 | 20 | 21 | 0 | 0 | 281 | 108 | 0 | 24 | 0 | 24 | 0 | 24 | 180 | 461 | \$ 54,553.00 | \$ 39,492.00 | \$ - | \$ 94,045.0 |
| 1.1 Work Plan, Progress Reporting, Grant Management, Invoicing | | | 100 | | 20 | | 11 | | | 131 | 36 | | 24 | | 24 | | 12 | 96 | 227 | \$ 25,923.00 | \$ 18,948.00 | \$ - | \$ 44,871.0 |
| 1.2 Project Management Coordination Meetings | | | 100 | | 20 | 20 | 10 | | | 150 | 72 | & | | A | | | 12 | 84 | 234 | \$ 28,630.00 | \$ 20,544.00 | \$ - | \$ 49,174.0 |
| Task 2 - Communication and Public Comment | 0 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 0 | 10 | 0 | 0 | 80 | 0 | 172 | 0 | 20 | 272 | 282 | \$ 1,400.00 | \$ 41,708.00 | \$ 6,891.89 | \$ 49,999.8 |
| 2.1 GSP Board and Advisory Committee Communication | | | | | | | | | | 0 | | | 16 | | 32 | | 4 | 52 | 52 | \$ - | \$ 8,008.00 |) | \$ 8,008.0 |
| 2.2 Technical Working Group and Ad-Hoc Coordination | | | | | | 10 | | | | 10 | | | 40 | | 100 | | 8 | 148 | 158 | \$ 1,400.00 | \$ 22,604.00 | 1,891.89 | \$ 25,895.8 |
| 2.3 Public Notificing and Public Comment Coordination | | | | | | | | | | 0 | | | 24 | | 40 | | 8 | 72 | 72 | \$ - | \$ 11,096.00 | \$ 5,000.00 | \$ 16,096.0 |
| Task 3 - Data Collection | 0 | 0 | 40 | 0 | 60 | 0 | 0 | 0 | 0 | 100 | 20 | 0 | 0 | 0 | 80 | 160 | 0 | 260 | 360 | \$ 18,800.00 | \$ 35,540.00 |) \$ - | \$ 54,340.0 |
| 3.1 GIS Data, General Plans, UWMP, AWMP, etc. | | | 20 | | 30 | | | | | 50 | 10 | | | | 40 | 80 | | 130 | 180 | \$ 9,400.00 | \$ 17,770.00 |) \$ - | \$ 27,170.0 |
| 3.2 Well Construction Information, Groundwater Monitoring Data | | | 20 | | 30 | | | Î | | 50 | 10 | | | | 40 | 80 | | 130 | 180 | \$ 9,400.00 | \$ 17,770.00 |) \$ - | \$ 27,170.0 |
| Task 4 - Define Area Plan and Basin Setting | 0 | 5 | 32 | 0 | 77 | 0 | 0 | 0 | 0 | 114 | 80 | 120 | 0 | 20 | 160 | 200 | 32 | 612 | 726 | \$ 21,120.00 | \$ 102,116.00 | | \$ 123,236.0 |
| 4.1 Plan Area Description | | | 12 | | | | | | | 12 | 20 | | | | 40 | 80 | 8 | 148 | 160 | \$ 2,580.00 | \$ 21,244.00 |) \$ - | \$ 23,824.0 |
| 4.2 Basin Setting/Hydrogeological Conceptual Model | | 5 | - | | 29 | | | | | 34 | 20 | 120 | | 20 | 40 | | 8 | 208 | 242 | \$ 6,080.00 | \$ 43,144.00 |) \$ - | \$ 49,224.0 |
| 4.3 Groundwater Conditions | | | 20 | | 24 | | | | | 44 | | | | | 40 | | 8 | 48 | 92 | \$ 8,380.00 | \$ 6,344.00 | | \$ 14,724.0 |
| 4.4 Groundwater Dependent Ecosystems | | | | | 24 | | | | | 24 | 40 | | | 8 | 40 | 120 | 8 | 208 | 232 | \$ 4,080.00 | \$ 31,384.00 |) \$ - | \$ 35,464.0 |
| Task 5 - Modeling and Water Budget Analysis | 140 | 0 | 120 | 60 | 680 | 800 | 0 | 0 | 0 | 1800 | 80 | 0 | 40 | 0 | 0 | 0 | 0 | 120 | 1920 | \$ 300,160.00 | - | - | \$ 329,600.0 |
| 5.1 Groundwater Model | 100 | | 40 | 30 | 300 | 300 | | | | 770 | | | 40 | | | | | 40 | 810 | \$ 132,480.00 | \$ 7,920.00 |) \$ - | \$ 140,400.0 |
| 5.2 Groundwater Budget Analysis | 40 | | 40 | 30 | 300 | 300 | | | | 710 | | Ē | | | | | | 0 | 710 | \$ 117,480.00 | \$ - | \$ - | \$ 117,480.0 |
| 5.3 Surface Water Budget Analysis | | | 40 | | 80 | 200 | | | | 320 | 80 | c | | | | | | 80 | 400 | \$ 50,200.00 | \$ 21,520.00 |) \$ - | \$ 71,720.0 |
| Task 6 - Develop Sustainable Management Criteria | 83 | 32 | 140 | 0 | 200 | 80 | 0 | 0 | 0 | 535 | 164 | 80 | 0 | 224 | 264 | 0 | 8 | 740 | 1275 | \$ 103,410.00 | \$ 137,724.00 |) \$ - | \$ 241,134.0 |
| 6.1 Sustainability Goal | 23 | 8 | 40 | | 80 | | | | | 151 | 24 | | | 24 | 24 | | | 72 | 223 | \$ 29,790.00 | \$ 13,800.00 |) \$ - | \$ 43,590.0 |
| 6.2 Undesirable Results | 20 | 8 | 20 | | 40 | 40 | | | | 128 | 40 | | | 40 | 40 | | | 120 | 248 | \$ 23,540.00 | \$ 23,000.00 |) \$ - | \$ 46,540.0 |
| 6.3 Minimum Threshold | 16 | 8 | 40 | | 40 | | | | | 104 | 60 | 40 | | 80 | 100 | | | 280 | 384 | \$ 21,240.00 | \$ 52,760.00 | \$ - | \$ 74,000.0 |
| 6.4 Measurable Objectives | 24 | 8 | 40 | | 40 | 40 | | | | 152 | 40 | 40 | | 80 | 100 | | 8 | 268 | 420 | \$ 28,840.00 | \$ 48,164.00 |) \$ - | \$ 77,004.0 |
| Task 7 - Design Sustainability Progress Monitoring Program | 0 | 0 | 30 | 60 | 0 | 18 | 0 | 0 | 0 | 108 | 32 | 200 | 80 | 0 | 48 | 0 | 8 | 368 | 476 | \$ 20,730.00 | \$ 78,704.00 |) \$ - | \$ 99,434.0 |
| 7.1 Identify Monitoring Network Objectives | | | 10 | 20 | | 6 | | | | 36 | 8 | 40 | | | 24 | | | 72 | 108 | \$ 6,910.00 | \$ 14,848.00 |) \$ - | \$ 21,758.0 |
| 7.2 Evaluate Existing Monitoring Programs | | | 10 | 20 | | 6 | | | | 36 | 16 | 80 | 40 | å | 24 | | | 160 | 196 | \$ 6,910.00 | \$ 34,280.00 |) \$ - | \$ 41,190.0 |
| 7.3 Assessment of Monitoring Gaps and Description of Monitoring | | | 10 | 20 | | 6 | | | | 36 | 8 | 80 | 40 | <u> </u> | | | Ω | 136 | 172 | \$ 6,910.00 | \$ 29,576.00 |) s - | \$ 36,486.0 |
| Network | | | 10 | 20 | | Ů | | | | 30 | · · | 00 | 40 | | | | 0 | 130 | 172 | φ 0,910.00 | Ψ 29,570.00 | | ψ 30, 1 00.0 |
| Task 8 - Identify and Evaluate Proposed Projects and Management Actions | 0 | 0 | 60 | 0 | 180 | 215 | 0.5 | 0 | 0 | 455.5 | 32 | 16 | 0 | 80 | 0 | 240 | 10 | 378 | 833.5 | \$ 73,646.50 | \$ 55,252.00 |) \$ - | \$ 128,898.5 |
| 8.1 Identify and Compile Management Actions and Projects | | | 30 | | 100 | 100 | | | | 230 | 16 | 8 | | 40 | | 120 | | 184 | 414 | \$ 37,450.00 | \$ 27,136.00 |) \$ - | \$ 64,586.0 |
| 8.2 Screen, Evaluate, and Prioritize Management Actions and | | | 30 | | 80 | 115 | 0.5 | 0 | | 225.5 | 16 | 8 | | 40 | | 120 | 10 | 194 | 419.5 | \$ 36,196.50 | \$ 28,116.00 |) \$ - | \$ 64,312.5 |
| Projects | | | 30 | | - 00 | 110 | 0.5 | - | | 223.3 | 10 | - | | 70 | | 120 | 10 | 134 | 713.3 | Ψ 30,190.30 | Ψ 20,110.00 | | ψ 0 1 ,512.5 |
| Task 9 - Develop GSP Implementation Program, Costs, Detailed Scheduled and Reporting | 0 | 0 | 0 | 80 | 0 | 0 | 0 | 0 | 0 | 80 | 40 | 0 | 0 | 0 | 0 | 160 | 10 | 210 | 290 | \$ 15,680.00 | \$ 30,780.00 | - \$ | \$ 46,460.0 |
| 9.1 GSP Implementation Activities, Costs, and Schedule | | | | 40 | | | | | | 40 | 20 | | | | | 80 | | 100 | 140 | \$ 7,840.00 | \$ 14,900.00 |) \$ - | \$ 22,740.0 |
| 9.2 GSP Annual Reporting, and Update Process | | | | 40 | | | | | | 40 | 20 | | | | | 80 | 10 | 110 | 150 | \$ 7,840.00 | | | \$ 23,720.0 |
| Task 10 - Compile Complete GSP for Adoption by GSP | 0 | 40 | 30 | 50 | 150 | 0 | 0 | 0 | 0 | 270 | 112 | 0 | 140 | 0 | 60 | 280 | 60 | 652 | 922 | \$ 50,950.00 | | | |
| 10.1 Draft GSP Sections for GSA/Public Review | | 10 | 10 | 20 | 50 | | | | | 90 | 40 | | 40 | | | 100 | 20 | 200 | 290 | \$ 16,870.00 | + | | \$ 49,410.0 |
| 10.2 Complete Draft GSP for GSA/Public Review | | 10 | 10 | 20 | 50 | | | | | 90 | 40 | B | 60 | 8 | 40 | 100 | 20 | 260 | 350 | \$ 16,870.00 | | | \$ 58,930.0 |
| 10.3 Prepare Final GSP | | 20 | 10 | 10 | 50 | | | | | 90 | 32 | 8 | 40 | 8 | 20 | 80 | 20 | 192 | 282 | \$ 17,210.00 | | | |
| TOTAL | 223 | 77 | 652 | 250 | | 1143 | 21.5 | 0 | 0 | 3753.5 | 668 | 416 | 364 | 324 | 808 | 1040 | 172 | 3792 | 7545.5 | \$ 660,449.50 | | | \$ 1,328,485.3 |
| | | | | | | | | | | | | | | | | | | | | , 555,11516 | ,, | ,, | , ,===, |

