



Santa Cruz Mid-County Groundwater Agency

Request for Proposals To Provide Professional Services for Non-De Minimis Metering Program Development

Request for Proposals Issued: April 1, 2021

Proposals Due: April 26, 2021 at 4PM

Submit Proposal electronically to: BasinPOC@midcountygroundwater.org.

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Request for Proposals

The Santa Cruz Mid-County Groundwater Agency (MGA) is soliciting a Request for Proposals (RFP) from qualified persons and /or firms (Consultant) to perform Professional Services for developing a non-de minimis Metering Program for the Santa Cruz Mid-County Groundwater Basin (Basin).

I. Overview

In 2014, Governor Brown signed three laws that make up the Sustainable Groundwater Management Act (SGMA). SGMA requires the development of a Groundwater Sustainability Plan (GSP), which is a collaborative effort between local water agencies, technical experts, land use agencies, environmental managers, and community members to manage groundwater basins sustainably. The GSP for the Basin was prepared by the Santa Cruz Mid-County Groundwater Agency (MGA) and adopted in January 2020. The MGA was formed as a Joint Powers Authority (JPA) between four Member Agencies: The City of Santa Cruz, Soquel Creek Water District, Central Water District, and the County of Santa Cruz. As the MGA utilizes a collaborative staffing model, all references to staff are to the staff from the Member Agencies. The MGA also employs a technical consultant that supported the preparation of the GSP and will also support the preparation of annual reports and GSP updates. The intent of the GSP is to guide long-term management of the shared groundwater resource to ensure a reliable water supply for community needs and the natural environment of the region now and into the future.

The goal of the Plan is to avoid undesirable results for five sustainability indicators: groundwater level declines, groundwater storage reductions, interconnected surface water depletion, seawater intrusion, and water quality degradation. The two most important sustainability indicators in the Basin are seawater intrusion and interconnected surface water depletion. To get a complete picture of the impact of groundwater pumping on the Basin, the MGA needs an accurate assessment of the quantity, timing, and location of groundwater extraction from the Basin. SGMA defines smaller pumpers as de minimis, meaning that they extract less than 2 acre-feet per year (AFY) of groundwater to use for domestic purposes. Though there are many of these pumpers throughout the Basin, the MGA groundwater model has demonstrated that they are unlikely to have a significant impact on the groundwater basin. However, non de-minimis pumpers in the Basin could have significant impacts, either cumulatively or individually depending on location.

The adopted GSP includes the following language:

The MGA will initiate a new well metering program to collect volumetric data on groundwater usage in the Basin that will inform the assessment and refinement of the sustainable yield of the Basin. The program will apply to two categories of users:

- (1) all non-de minimis pumping operations expected to extract more than 5 acre-feet per year, and
- (2) all non-de minimis pumping operations expected to extract more than 2 acre-feet per year that may impact seawater intrusion or an interconnected stream where groundwater dependent ecosystems are identified in Section 3.9. The boundaries of these zones will be established when the enabling ordinances are developed, but it is anticipated the zones will include the areas along the coast where groundwater is less than 50 feet above sea level and areas within 500 -1000 feet of surface water bodies. SMGA gives the MGA the authority to require the measurement and reporting of water extractions¹. This program will not apply to any pumpers using less than two acre-feet per year.

¹ https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=WAT&division=6.&title=&part=2.74.&chapter=5.&article=

II. Purpose

The purpose of this Request for Proposals is to solicit Proposals from qualified Consultant(s) (a single firm or group of firms or individuals working as team) (herein referred to as Consultant) to perform Professional Services to develop a Metering Program (herein referred to as Program) for the MGA that satisfies the requirements outlined in the GSP. This will include developing a Metering Plan (herein referred to as Plan).

The purpose of the Metering Program is to facilitate consistent and reliable reporting of groundwater extraction volumes from the applicable non-de minimis extractors. The Metering Plan will serve as a comprehensive guide for the MGA and to inform the participating pumping operations. The Plan will include information such as: metering objectives and approaches; approved meter types; typical installation configurations; maintenance and calibration considerations; metering compliance requirements; meter reads and data reporting schedules and process; data confidentiality and management; enforcement and penalties, and operational budget. MGA Member Agency staff will work with the selected consultant to provide direction and input on the development of the Metering Plan and implementation of the Metering Program.

The Consultant should be prepared to conduct outreach to the impacted property owners and develop a reporting system for property owners to report their usage.

III. Funding

The work described in this RFP will be funded in part by a Water Quality, Supply and Infrastructure Improvement Act of 2014 (Sustainable Groundwater Planning Grant Program) grant, administered by the State of California, Department of Water Resources. Grant funding in the amount of \$45,000 is available to support the proposed tasks. A copy of the applicable Standard Conditions pursuant to the grant are included as Exhibit E.

IV. Anticipated Scope of Work

The Scope of Work for this contract will be guided by the language in the GSP and Tasks outlined in the grant. The complete set of requirements for the tasks as outlined in the grant are found in Exhibit A, and the site map is Exhibit B. A sample scope of work is outlined below. Any additional scope of work items proposed by the Consultant that may provide additional value is encouraged and should be labeled as “Optional Tasks” in the Consultant’s response to the RFP. Consideration will be given to added value of each optional task for Consultant selection and inclusion in the final scope of work. All aspects of the work should be done in close coordination with MGA representatives.

Task 0 – Team Development (optional)

- If the person or firm responding to this RFP does not have the in-house ability to conduct all of the activities in the RFP, outline a plan for how those abilities will be incorporated into the team and the timeline for work to be performed by a subcontractor.

Task 1 – Finalize Metering Program Goals

- Meet with MGA staff, technical consultants, and representatives from the MGA Board to outline goals and needs of the Program.
- Review relevant sections of the GSP provided by staff. Seek examples of metering plans from other GSPs and similar agencies. Review existing policies and ordinances relevant to private wells and small water systems in Santa Cruz County. Review previous efforts to estimate water used for non-de minimis purposes within the Basin.
- Finalize criteria for inclusion in the Program and a definition of “priority areas.”

- Conduct outreach to the affected community and receive input from stakeholders.

Task 3- Develop Metering Plan

- With the help of MGA staff and consultants, identify which parcels are likely to be subject to the Metering Program. Staff anticipates between 50 – 100 parcels will be subject to the Program.
- Determine specific design criteria appropriate for meter installation.
- Incorporating public input, develop a plan that outlines specifically:
 - which parcels may require meters;
 - how situations with multiple wells per parcel or multiple parcels per well will be handled;
 - appropriate meter specifications, which must meet set standards for accuracy. List examples of brands and models that meet these requirements;
 - ownership of meters;
 - responsibility for calibration and other maintenance;
 - how water usage data will be reported. Must report the model installed, date installed, units it reports in;
 - how to protect confidential information, and;
 - possible enforcement and appeals process.
- While the MGA is not currently planning to charge fees for either the cost of managing the meter program or the costs associated with the activities of the MGA, the program should be robust enough to leave that option open in the future.

Task 4 – Metering Program Implementation and Reporting System

- Develop timeframe for implementation.
- Assuming there will be self-reporting, offer training sessions for the impacted community.
- Collaborate with staff on language to be included in a Metering Ordinance.
- Develop a system for reporting extractions.

V. Term of Contract

Contracting based on the successful Proposal will begin immediately. **The expected outcome** is a 1-year contract.

VI. General Assumptions

The following is a list of general assumptions:

1. The Consultant shall manage the Scope of Services such that the work is completed within a not-to-exceed fee limit and in accordance with the schedule and ensure that all services and deliverables meet the MGA's requirements. The Consultant shall assume at least one monthly conference call (1 hour) to be held with staff.
2. The Consultant shall submit deliverables in electronic format as outlined in the final Scope of Services.
3. Reports/memoranda produced by the Consultant shall undergo review and comment by staff.
4. The Consultant shall meet all applicable requirements of the Grant Agreement between the Department of Water Resources and the Santa Cruz Mid-County Groundwater Agency (See Exhibit E).

VII. Requirements

The Proposal should be concise, well-organized and demonstrate the Consultant's and the individual team members' qualifications related to the proposed nature of the services needed and the Scope of Work. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

For the sake of efficient review, please restrict the Proposal to a total not-to-exceed limit of 15 pages (standard letter sized 8½" by 11"), including preprinted material, charts, design write-up, graphics, forms, pictures, etc. The minimum font size for the Proposal is 12-point. For exhibits such as the proposed project schedule, the use of 11" x 17" pages is allowable and welcomed. The 15-page limit does not include the cover letter, dividers, resumes, appendices, front cover or back cover. Please limit resumes to not more than 2 pages per individual.

Parties interested in being considered for this project are requested to submit their Proposals in electronic format (pdf) **by 4:00 p.m. April 26, 2021** to: BasinPOC@midcountygroundwater.org. At a minimum, the Consultant's Proposal shall include:

A. Cover Letter

This letter shall be a brief formal letter from the Consultant that provides information regarding the firm and its ability to perform the requirements of this solicitation. This letter must include the following information:

- Complete legal company name (as it should appear in a contract)
- Company Address
- Contact person, telephone number, and email address
- Identify all materials and enclosures being forwarded in response to this solicitation
- The letter must be signed by an individual authorized to bind the proposing entity

B. Project Understanding

The statement of qualification shall include a description of the Consultant's understanding of the Monitoring Network Services needed and the scope of work.

C. Technical Approach

A clear description of the Consultant's approach and methodology to complete the work tasks outlined in this RFP.

D. Consultant Team

Provide a brief overview of the firm and identify local and regional branch offices. Provide a specific organizational chart identifying key project personnel by name, title, work office location, California Professional Registrations and the areas of expertise for which each team member will be responsible. Provide the percentage of time that the project manager will be working on this project.

E. Experience

Describe the specific relevant projects that the proposed team has worked on within the past five (5) years with contact names and phone numbers of clients. Please provide a minimum of three (3) reference projects of similar scope. For each project, please indicate which proposed team member

worked on the projects and describe the role/work they performed. Please restrict project experience listings and descriptions to the team members that are a part of this team.

F. Project References

In addition to the description of project experience, please provide three (3) specific project reference contacts for your firm on similar projects.

G. Budget and Fee Schedule

Provide the total estimated budget for the project broken down by task. Provide fee schedules for the Consultant and team including an hourly rate for each category of employee (i.e., principal, project manager, staff engineer/scientist, etc.) and fee for related support costs (mileage, blueprint, reproduction, etc.). Provide proposed rate schedules for consecutive years.

VIII. Evaluation Criteria and Selection

A. Selection Criteria

Firms will be evaluated on the information presented in the Proposal. All proposals will be initially evaluated to determine if they meet the minimum requirements. Those that meet the minimum requirements will then be reviewed for the following:

1. Qualifications as they relate to this project (40%).
 - a. Firm's experience with similar services and projects.
 - b. Experience and qualifications of proposed key personnel.
 - c. Communication skills.
2. Consultant's project understanding and technical approach to complete the tasks outlined in the RFP, including any optional tasks proposed by the Consultant (30%).
3. Apparent ability to provide the required services in a timely matter (15%).
 - a. Accessibility of staff.
 - b. Flexibility and readiness for completing specified work.
4. Firm's reputation for integrity and competence (15%).
5. If a clear choice is not evident, interviews will be scheduled with those firms of exceptional rating.

Contract negotiations will begin immediately with the first choice candidate after the interview process.

B. Selection Process

Proposals will be evaluated based on the criteria established above. Top-rated firms will be invited to interview with an Evaluation Committee may be comprised of MGA representatives, other agency staff and the technical consultants. During the interview process, the firms may be asked to:

- Make an oral presentation
- Prepare a detailed scope of work for the purpose of negotiating a contract.
- Provide additional information to assist the MGA in determining the best value firm.

All top rated firms will be given equal opportunity to provide the requested information to the MGA. Any oral presentations and/or demonstrations being conducted in an interview will be scheduled on a mutually agreed upon date and will be at no cost to the MGA. The Evaluation Committee will use all information collected to rank the semi-finalists in order of their ability to best meet the requirements of the MGA.

<u>C. Timeline</u>	<u>Date</u>
RFP released	April 1, 2021
Non-Mandatory Pre- Conference Call	Monday, April 12, 2021, 11:00 a.m. (PST)
Last Day for Respondent’s Questions	April 16, 2021
Proposals Due	April 26, 2021 at 4:00 p.m.
Interviews	Week of May 3, 2021
Contract to Board of Directors	June 17, 2021

Optional Pre-RFP Submittal Meeting

The MGA will conduct an optional pre-submittal meeting for those interested in submitting a Proposal. Attendance at this meeting is not mandatory. This conference call will be held on Monday April 12, 2021 at 11:00 a.m. At this meeting, the MGA representatives will respond to questions about the RFP and RFP process. To attend, RSVP is required by noon on Friday, April 9 via email at BasinPOC@midcountygroundwater.org. Conference call information will be provided upon RSVP.

D. Information Disclosure to Third Parties

Proposals are a matter of public record and are open to inspection under the California Public Records Act. If any respondent claims any part of its Proposal is exempt from disclosure and copying, they shall so indicate in the transmittal letter. By responding to this RFP, respondents waive any challenge to the MGA’s decision in this regard.

If any Proposal contains confidential information, the respondent shall clearly label and stamp the specific portions that are to be kept confidential. The respondent is urged to identify the truly confidential portions of the RFP and not simply mark all or substantially all response as confidential. Notwithstanding the foregoing, respondents recognize that the MGA will not be responsible or liable in any way for loses that the respondents may suffer from the disclosure of information or materials to third parties.

E. MGA Rights and Options

The MGA, at its sole discretion, reserves the following rights:

1. To determine which respondents, if any, shall be included on a short list of semi-finalists based on the criteria set forth in the RFP;
2. To reject any, or all Proposals or information received pursuant to this RFP;
3. To supplement, amend, substitute or otherwise modify this RFP at any time by means of written addendum;

4. To cancel this RFP with or without the substitution of another RFP or prequalification process;
5. To request additional information;
6. To verify the Proposals and experience of each respondent;
7. To require one or more respondents to supplement, clarify or provide additional information in order for the MGA to evaluate Proposals submitted;
8. To hire multiple contractors to perform the necessary duties and range of services if it is determined to be in the best interests of the MGA;
9. To use any techniques or concepts included in the submitted Proposal regardless of firm's selection; and
10. To waive any minor defect or technicality in any Proposal received.

F. Questions/Clarification Request

The respondent shall, in the Proposal, identify the Project Manager and key staff. The Project Manager shall be the primary contact for the MGA.

For the MGA, the primary contact for the RFP is:

Sierra Ryan
Email: BasinPOC@midcountygroundwater.org.
Phone: (831) 345-5202

During the RFP process, interested parties shall direct all questions via email to the primary contact listed above.

EXHIBIT A –Description from Grant

Task 13. Groundwater Extraction Metering Program

Prepare and issue a Request for Qualifications (RFQ) and/or a Request for Proposals (RFP) to solicit and select qualified consultant(s) to write a plan for the development of a groundwater extraction metering program to facilitate consistent and reliable reporting of groundwater extraction volumes from the applicable non-de minimis extractors. Coordinate the program establishment and logistics related to outreach, participating pumper registrations, participation metrics, program informational materials, and data collection and management. Coordinate annual reporting by the participating users and enforcement for non-compliance. Use groundwater extraction data as an input to the groundwater model for the 5-year reviews.

Deliverables:

- Groundwater extraction metering plan
- Year 1 annual reporting summary

EXHIBIT B – Basin Map

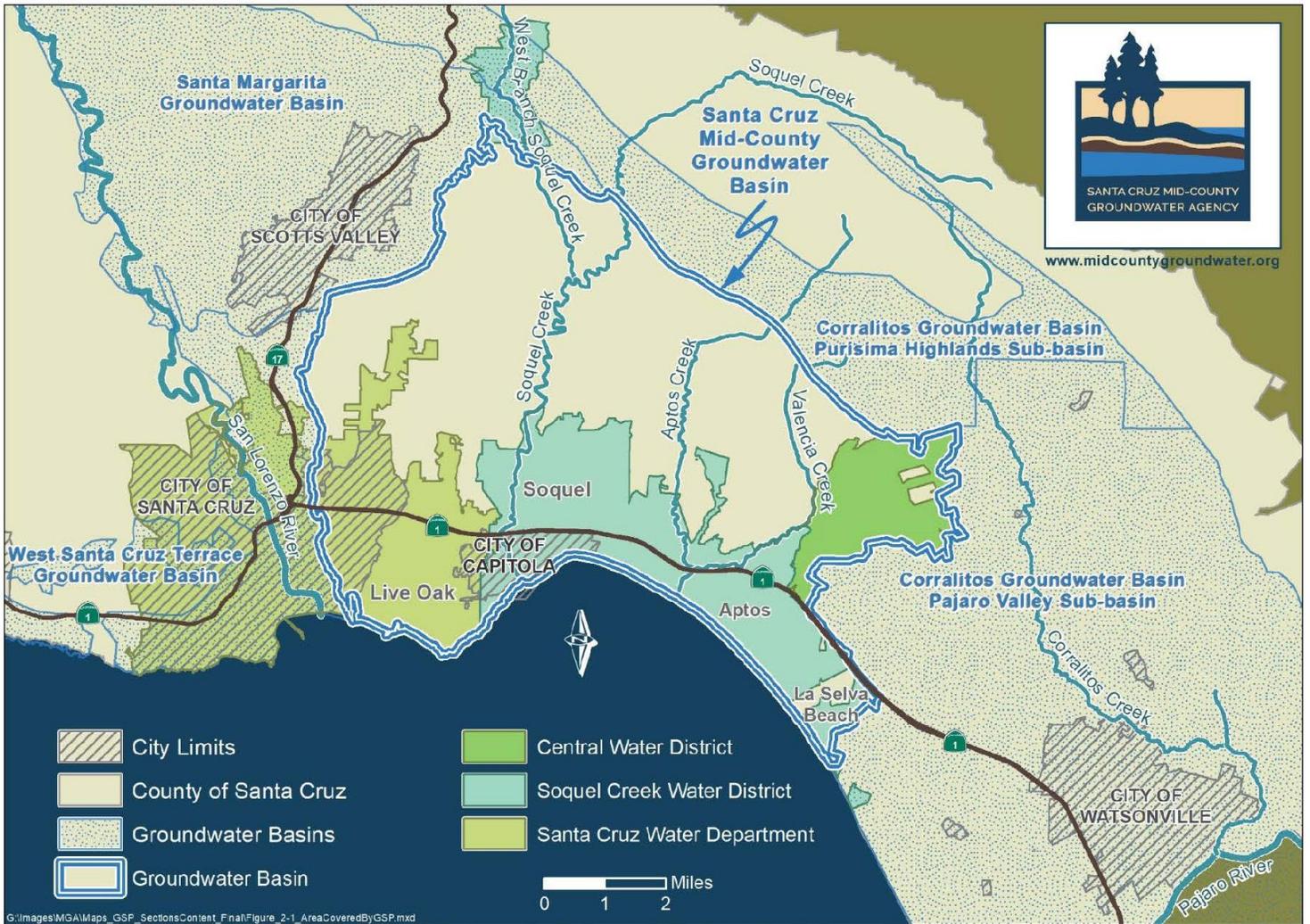


EXHIBIT C – STANDARD CONTRACT PROVISIONS

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT for Professional Services ("Agreement") is made and entered into this ___ day of _____, 202_ (the "effective date"), by and between the SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY, a joint powers authority ("MGA"), and (name), a (entity description) authorized to do business in California ("Consultant") (collectively, the "Parties").

RECITALS

- A. MGA requires the professional services of a qualified consultant to perform services for the development of a groundwater metering plan and services in support of the development of a non-de minimis groundwater extraction metering program consistent with the Groundwater Sustainability Plan implementation.
- B. Consultant has the necessary experience in providing professional services and advice, and selection of Consultant is expected to achieve the desired results in an expedited fashion.
- C. Consultant has submitted a proposal to MGA and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

- 1. Scope of Services.** MGA retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit A ("Scope of Services"). In the event of a conflict between the provisions of Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail. MGA shall have the right to modify the Scope of Services to delete tasks in whole or in part.
- 2. Standard of Performance.** While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.
- 3. Term.** Unless earlier terminated, the term of this Agreement will commence upon the effective date and shall expire upon completion of performance of the Services hereunder by Consultant. Extensions will be based upon a satisfactory review of Consultant's performance, MGA needs, and appropriation of funds by MGA. The Parties will prepare a written amendment indicating the effective date and length of the extended Agreement.
- 4. Compensation.** MGA shall pay to Consultant an amount not to exceed (amount in dollars) (\$XX,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Consultant, payable as set forth in Exhibit B ("Budget"), attached hereto and made a part hereof by reference.
 - 4.1 Consultant shall provide MGA with a monthly statement, as services warrant, of fees earned and costs incurred for services provided. The statement shall generally describe the services performed, hours worked, applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.
 - 4.2 Consultant is entitled to expenses as set forth in Exhibit B.

4.3 Payment by MGA shall be conditioned upon and subject to upon Consultant's satisfactory completion of work or appropriate phases or tasks as described in the attached Scope of Work.

4.4 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from MGA any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.

4.5 Consultant agrees to provide MGA with a W-9 form. MGA shall not withhold any Federal or State income taxes or Social Security tax from any payments made by MGA to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant.

4.6 MGA will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse MGA within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which MGA makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the MGA's election, MGA may deduct the reimbursable amount from any balance owing to Consultant.

5. Schedule. Consultant will adhere to the schedule set forth in Exhibit C ("Schedule"), provided: that MGA in its discretion may grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Consultant acknowledges the importance to MGA of MGA's project schedule and agrees to use its best professional efforts to meet the schedule. MGA understands that Consultant's performance must be governed by sound practices.

6. Insurance Requirements. The Consultant shall obtain and maintain for the duration of this Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees, or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-:VII" as set forth in Exhibit D attached hereto.

7. Grant Requirements. As MGA may seek to obtain grant funding for the Services, Consultant agrees to comply with the Grant Requirements listed in Exhibit E attached hereto.

8. Prevailing Wages. Consultant shall abide by all applicable prevailing wage laws as set forth in the California Labor Code. If the Services under this Agreement, or any portion thereof, are being performed as part of an applicable public works or maintenance project, Consultant agrees to fully comply and to require its sub consultants to comply with such laws. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

9. Required Licenses, Certificates, and Permits. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the Services described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to driver's licenses, professional licenses, or certificates and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Consultant at no expense to MGA.

10. Office Space, Supplies, Equipment, etc. Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as necessary for Consultant to provide the services under this Agreement.

11. Defense and Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by MGA), indemnify and hold MGA, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Services, including without limitation the payment of all consequential damages, expert witness fees, attorneys' fees, and other related costs and expenses. Consultant's obligations to indemnify, defend, hold MGA harmless shall not apply where Claims were caused by the sole negligence or willful misconduct of MGA. Notwithstanding the foregoing, to the extent the Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by MGA, its officials, officers, employees, agents, or volunteers.

The Parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

12. Status of Consultant. All acts of the Consultant and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Consultant relating to the performance of this Agreement shall be performed as independent contractors and not as agents, officers, or employees of MGA. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of MGA.

13. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of an authorized representative of MGA. If Consultant subcontracts any of the Services, Consultant will be fully responsible to MGA for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and MGA. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing MGA.

14. Other Consultants. MGA reserves the right to employ other consultants in connection with the Services.

15. Records and Audit. Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement (collectively, "records") for at least four (4) years, unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws. Any authorized representative of MGA shall have access to any records for the purposes of an audit, evaluation, examination, or compiling excerpts and transcripts during the period such records are to be maintained by Consultant.

16. Ownership of Work Product. All documents, drawings, and work product ("Work") prepared or produced by Consultant under this Agreement shall become and remain the property of MGA, except as otherwise approved in writing by MGA. Consultant shall retain intellectual property rights in the Work, except Consultant shall grant MGA a nonexclusive, perpetual, and transferable license in all Work protected by intellectual property rights, and MGA may reproduce the Work, prepare derivative works based on the Work, and build improvements depicted in or relating to the Work.

17. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in MGA and Consultant relinquishes all claims to the copyrights in favor of MGA.

18. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of MGA and on behalf of Consultant under this Agreement.

For MGA:	For Consultant:
Santa Cruz Mid-County Groundwater Agency	Name
Attention: Board Clerk	Attention: Contact
5180 Soquel Drive	Address line 1
Soquel, CA 95073	Address line 2
admin@midcountygroundwater.org	Email address
	Phone:

19. Conflict of Interest. Consultant, for Consultant and on behalf of Consultant's agents, employees, and subcontractors warrants that by execution of this Agreement that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, and subcontractors have any ancillary real property, business interests, or income that shall be affected by this Agreement or, alternatively, that Consultant shall file with MGA an affidavit disclosing this interest.

20. General Compliance with Laws. Consultant will keep fully informed of federal, state, and local laws, ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant's Services with all applicable laws, ordinances, and regulations.

21. Discrimination and Harassment Prohibited. Consultant will comply with all applicable federal, state, and local laws and regulations prohibiting discrimination and harassment.

22. Termination. MGA may, by written notice to Consultant, terminate the whole or any part of this Agreement, if, in the judgment of MGA, that Consultant has materially breached this Agreement, failed to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement or failed to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as MGA may authorize in writing) after receipt of written notice from MGA specifying such failure. If MGA decides to abandon or postpone the work or Services contemplated by this Agreement, MGA may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

Within ten (10) days of termination Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to MGA. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. MGA will make a determination of final payment based upon the value of the work product delivered to MGA and the percentage of the Services performed.

23. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be

deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or local statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect.

25. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to MGA by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code section 12650 et seq., the False Claims Act applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If MGA seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges disbarment by another jurisdiction is grounds for MGA to terminate this Agreement.

26. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Santa Cruz, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

27. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of MGA, which will not be unreasonably withheld.

28. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both Parties had in fact drafted this Agreement.

29. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the Parties herein with respect to the subject matter hereof and contains all the agreements between the Parties with respect to such matter.

30. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right, and actual authority to bind Consultant to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above. This Agreement may be executed in one or more counterparts by the Parties hereto. All counterparts shall be construed together and shall constitute one agreement. A signature reproduced electronically, by facsimile or .pdf shall be treated as an original signature.

<p>SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY:</p> <p>By: _____ (Name, Title)</p> <p>Date: _____</p> <p>Santa Cruz Mid-County Groundwater Agency 5180 Soquel Drive Soquel, CA 95073</p>	<p>Name:</p> <p>By: _____ (Name, Title)</p> <p>Date: _____</p> <p>Contractor Address</p> <p>_____</p> <p>Federal Tax I.D. Number</p>
	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>MGA Counsel</p>

EXHIBIT D – INSURANCE

Without limiting Consultant's responsibility for injury or damage, as aforesaid, Consultant will at its sole cost and expense keep in force at all times during the performance of this contract, public liability insurance and provide a certificate of said insurance. Said insurance will be to limits not less than those shown below and shall be Commercial General and Auto Liability Insurance covering all operations and use of automobiles, including coverage for completed operations and for contractual liability (liability assumed under “an insured” Contract).

- A. **Coverage** - Coverage shall be at least as broad as the following:
1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to MGA) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against MGA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for MGA; but this provision applies regardless of whether or not MGA has received a waiver of subrogation from the insurer.
 4. **Professional Liability** - (Also known as Errors & Omissions) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, MGA requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MGA.

- B. **Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:
1. **Additional Insured Status** - MGA, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations.
 2. **Primary Coverage** - For any claims related to this project, Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to MGA, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by MGA its directors, officers, employees, and authorized volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- C. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to MGA.
- D. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by MGA. MGA may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or MGA.
- E. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or as otherwise approved by MGA.
- F. **Verification of Coverage** - Consultant shall furnish MGA with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by MGA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. MGA reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.
- G. **Subconsultants** - Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that MGA its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
- H. **Safety** - In the performance of this contract Consultant shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

EXHIBIT E – GRANT CONDITIONS

This project will be funded in part by a grant award from the Department of Water Resources' Sustainable Groundwater Management (SGM) Grant Program. The following is to comply with the Propositions 1 and 68 Sustainable Groundwater Planning Grant Agreements between the State of California (DWR) and the Santa Cruz Mid-County Groundwater Agency.

The Contractor agrees to be bound by all applicable 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. If applicable, Contractor certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the Department of Industrial Relations (DIR) to operate an LCP. Current 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/dlse/PWManualCombined.pdf>.

The Contractor 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 Contractor 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.

The Contractor shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.

Pursuant to Government Code §8546.7, the Contractor shall be subject to the examination and audit by the State for a period of three years after final payment under the Grant Agreement with respect to all matters connected with the Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Contractor shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

The Contractor is 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 contract 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, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

The Contractor, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.

The Contractor agrees to expeditiously provide throughout the term of the Grant Agreement, such reports, data, information, and certifications relating to the Contractor's scope of work as may be reasonably required by State.

The Contractor shall name the State, its officers, agents and employees as additional insureds by separate endorsement on their liability insurance for activities undertaken pursuant to this Agreement.

Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a

part hereof as if set forth in full. Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.