



**Sierra Valley
Groundwater
Management District**

**REQUEST FOR
STATEMENTS OF QUALIFICATIONS (SOQ)**

**Professional Services
for
Sustainable Groundwater Management Act (SGMA)
Sierra Valley Subbasin (5-012.01)**

**Groundwater Sustainability Plan (GSP)
Implementation Activities**

**SOQ Publication Date:
April 18, 2023**

**SOQ Submission Deadline:
May 22, 2023**

Issued by:
*Sierra Valley Groundwater Management District
Board of Directors*

BY THE SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT BOARD OF DIRECTORS

1. INTRODUCTION

The Sierra Valley Groundwater Management District (SVGMD) Board of Directors invites Statements of Qualifications (SOQs) from qualified firms interested in providing professional associated with implementation activities of the Sierra Valley Subbasin Groundwater Sustainability Plan (GSP).

The SVGMD is looking to create a list of qualified firm(s) with multiple years of experience in surface water resources, groundwater management, and Sustainable Groundwater Management Act (SGMA) regulatory compliance.

The successful respondent(s) to this SOQ will be pre-qualified to enter into professional services agreement(s) with the SVGMD for services requested.

2. BACKGROUND

In January 2022, the SVGMD and Plumas County, as Groundwater Sustainability Agencies (GSAs), submitted the [Sierra Valley Subbasin \(5-012.01\) GSP](#) to the California Department of Water Resources (DWR) in compliance with SGMA.

Chapter 4 of the GSP identified several Projects and Management Actions (PMAs) for consideration in implementing the GSP and advancing sustainable groundwater management in the Subbasin. The PMAs are broken up into Tier 1: Existing or Ongoing Projects and Management Actions and Tier II: Potential Projects and Management Actions, in addition to Other Management Action (Future Actions).

Funding for PMAs and implementation activities is currently being pursued by the SVGMD through several grantor opportunities, including but not limited to, DWR, the Plumas Watershed Forum, and the California Department of Fish and Wildlife (CDFW).

3. NOTICES

All respondents to this SOQ are notified of the following:

- a. A list of qualified firm(s) will be developed and used to execute agreements over the subsequent 12-24 months.
- b. Teams of firms are acceptable.
- c. Respondents may submit qualifications for one or multiple services requested.
- d. This is not a bid process.
- e. The SVGMD does not guarantee work to any qualified firm. Issuance of this solicitation in no way constitutes a commitment by the SVGMD to select a firm or award an agreement.
- f. Respondents must possess the necessary credentials and licensures to perform the work in California.
- g. Pursuant to state and federal laws, work performed under agreements developed from the list of qualified firm(s) may be subject to prevailing wage and/or the Davis-Bacon Act compliance.

BY THE SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT BOARD OF DIRECTORS

- h. All work performed for the SVGMD including all documents and materials associated with the work will become the exclusive property of the SVGMD.
- i. Any and all costs, including travel, arising from development and delivery of a response to this SOQ incurred by any proposing respondent will be borne by the respondent without reimbursement by the SVGMD.
- j. The opening of SOQs in response to this solicitation is not subject to attendance by the general public.
- k. The SVGMD reserves the right to request additional information from respondents that have submitted a response to this solicitation and to enter negotiations with more than one respondent.
- l. The SVGMD reserves the right to reject any or all submittals received if the Board of Directors determines that it is in its best interest to do so.
- m. The SVGMD may cancel or amend this solicitation at any time and may submit similar solicitations in the future.
- n. The SVGMD may reject any submittal that does not meet all the mandatory requirements of this solicitation.
- o. The SVGMD may request clarification of any submitted information, may request additional information on any or all responses provided, and may waive minor inconsistencies deemed to be irrelevant.
- p. The withdrawal of any SOQ submittal by a respondent must be made in writing prior to the required submission date and time and must be signed by the respondent. An error in a submission may cause the rejection of that submittal. However, the respondent may reissue a new or modified submittal prior to the date and time required for SOQ submission.

4. DESCRIPTION OF SERVICES REQUESTED

Skillssets needed to be successful in response to this SOQ include demonstrated experience with one or more of the following general professional services:

- Grant agreement administration
- Project management
- Technical research/writing/reporting/methodologies
- Data collection/analysis
- Environmental documentation/permitting
- Engineering/design activities
- Planning/policy/regulatory compliance
- Implementation/construction
- Field work/monitoring/assessments
- Economics/fiscal/budgets
- Public engagement/outreach

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Additionally, and consistent with skillsets needed to be successful in response to the grantor funding opportunities being pursued by the SVGMD, respondents must provide demonstrated qualifications for one or more of the following technical services:

- Modifications to the Sierra Valley Subbasin GSP, as submitted to DWR in January 2022, based on comments by DWR and/or at the direction of the GSAs
- Preparation of GSP Annual Reports
- Preparation of the GSP Five-Year GSP Update
- Update monitoring data
- Well inventory and metering
- Data management and hydrogeologic conceptual modeling updates, including those to the existing Data Management System (DMS)
- Well permit ordinances
- Water reuse strategies
- Agricultural irrigation efficiency improvements
- Well inventory expansion
- Reoperation of surface water supplies
- Off-stream storage
- Drought mitigation planning
- Groundwater pumping energy reduction strategies
- Water demand management
- Water conservation techniques
- Groundwater trading and allocations systems
- Watershed management and upland restoration
- Voluntary managed land repurposing concepts
- Identify, develop, and implement enhanced groundwater recharge projects
- Developing water storage solutions including managed aquifer recharge (MAR)
- Assessment of post-fire hydrology and potential water supply augmentation
- Climate change impact assessments

5. CONTENT AND FORMAT REQUIREMENTS

Responses to this SOQ must be submitted according to the requirements set forth in this section. Failure to adhere to these requirements may be grounds for disqualification of the submittal.

The SOQ must be formatted for 8-1/2" x 11" sheet size; 11" x 17" sheet size may be used for charts, figures, or maps, as appropriate. Text should be 12-point font, Arial.

BY THE SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT BOARD OF DIRECTORS

The SVGMD must receive all submissions electronically as a single .pdf file by email on or before: **5:00PM May 22, 2023**

Email submissions to:

Jenny Gant, Board Clerk
Sierra Valley Groundwater Management District
sierravalleygmd@sbcglobal.net

The record of the email sent by the respondent with the date/time received by the Board Clerk will be sufficient for meeting the deadline. The Board Clerk will send a reply email confirmation to all SOQ respondents within two business days post submission deadline.

Submissions will include the following information in the order listed, in a clear and concise SOQ format. SOQs that do not include all the information requested cannot be adequately evaluated.

A. Statement of Interest Cover Letter (Maximum 2 pages). Will include:

- a. Legal name of company, how organized (non-profit, LLC, etc.), and where company is incorporated.
- b. Name, address, and telephone number of the respondent's authorized signatory.
- c. Signature by the respondent's authorized signatory.
- d. Respondent's federal tax ID number.
- e. List of subconsultants included in the team, if any.
- f. Statement of interest.
- g. Statement that the SOQ is valid for 120 days after the submission deadline.

B. Table of Contents and Page Numbers (No Page Limit). Will include an outline of the SOQ submittal contents, identified by sequential page numbers and by section reference number and section title, as described therein.

C. Statement of Qualifications/Sample Deliverable(s) (Maximum 12 Pages). A statement of work with preferable projects listed from agencies wherein similar services were performed of similar type, complexity, and scale. The project title, the client, the respondent's role, the respondent's budget (estimated), the total project budget (estimated), a project summary demonstrating the respondent's experience in carrying out the services requested including general professional services and technical services. A key item to demonstrate is evidence of successfully completing projects on time and on budget. Sample deliverable(s) will include no more than five (5) example work products the respondent has completed for similar work. A description of the sample deliverables must be contained in this section of the submission, and the sample deliverable document(s) must be included as an appendix to the respondent's SOQ.

D. Client References (Maximum 2 Pages). List a minimum of five (5) references in connection with the statement of qualifications including the name of the organization, a contact person, a telephone number, and email address.

BY THE SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT BOARD OF DIRECTORS

- E. Staffing and Credentials (Maximum 5 Pages).** A list of personnel qualified and available to do the work, by job title, and project leadership, in addition to listing all applicable staff credential(s). Will also include a narrative discussing team organization and management.
- F. Resumes (No Page Limit/Each Resume Limited to 1 Page).** Include a 1-page resume for each individual staff person, listing education, credential(s), expertise, and professional and technical skillsets.
- G. Billing Rates/Expense Costs (Maximum 1 Page Per Firm).** A 2023 rate schedule, by individual firm, which lists hourly rates, by job title, of personnel qualified and available to do the work and expense costs.
- H. Conflict of Interest (Maximum 1 Page).** Will provide a statement that discloses any past, on-going, or potential conflicts of interest that the respondent, respondent's team, or individual(s) associated may have as a result of performing work in response to this SOQ.
- I. Exception(s) to the Professional Service Agreement (No Page Limit).** Respondents must be prepared to use the SVGMD's standard Professional Service Agreement (Attachment 1) for any/all potential work assigned as a result of this SOQ. Respondents are asked to list any/all exception(s) to the SVGMD's standard Professional Service Agreement. Please make proposed exceptions as specific as possible. Exceptions not explicitly stated in the SOQ may not be considered during future negotiations.

6. SELECTION PROCESS

The SOQ evaluation panel will include representatives from the SVGMD and/or GSP Planning Committee and will review and rank SOQs based on the following criteria:

1. Completeness of SOQ
2. Statement of interest
3. Statement of qualifications
4. Demonstrated ability to perform the services
5. Client references
6. Staffing and credentials
7. Conflict of interest
8. Exception(s) to the Professional Service Agreement

Interviews may be conducted at the discretion of the SVGMD Board of Directors.

Respondent(s) determined to be qualified will be placed on an established list of qualified firms.

Work will be offered to qualified firms at a later time for specific scopes to be determined, which may require the submittal of formal proposals and/or interviews.

BY THE SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT BOARD OF DIRECTORS

If a selected firm is not willing to accept the SVGMD's offer of work, other qualified firms on the established list of qualified firms may be contacted.

7. SCHEDULE

Activity	Date/Time (Subject to Change)
SOQ publication	April 18, 2023
Deadline to submit SOQ questions	5:00PM April 28, 2023
SOQ Addendum posted	5:00PM May 5, 2023
SOQ submission deadline	5:00PM May 22, 2023
<i>Interviews may be conducted</i>	<i>TBD</i>
Notice to List of Qualified Firm(s) Selected	June 30, 2023

8. QUESTIONS

The Board Clerk will serve as the SVGMD's contact during the SOQ process. Do not contact other SVGMD employees or Board members. Phone inquiries will not be answered. All communication regarding this solicitation will be submitted in writing by email and directed to:

Jenny Gant, Board Clerk
Sierra Valley Groundwater Management District
sierravalleygmd@sbcglobal.net

All questions pertaining to this SOQ must be submitted by email no later than **5:00PM on April 28, 2023**, to sierravalleygmd@sbcglobal.net. Questions received thereafter will not be answered. To ensure all respondents receive consistent information, the SVGMD will provide one set of answers by posting a SOQ Addendum on the SVGMD's website at <https://www.sierravalleygmd.org> no later than **5:00PM on May 5, 2023**. It is the responsibility of all interested parties to access the SVGMD's website for the information.

9. DISCLOSURE OF INFORMATION

All information and materials submitted to the SVGMD in response to this SOQ may be reproduced by the SVGMD for the purpose of providing copies to authorized personnel involved in the evaluation process but will be exempt from public inspection under the California Public Records Act until such time a professional services agreement is executed. Once an agreement is executed, proposals submitted in response to this SOQ are subject to public disclosure as required by law. Respondents' submission of a SOQ is considered their consent to the SVGMD's disclosure. The SVGMD will not be liable for disclosure of any information or records related to this procurement.

10. CONTRACTING

Contracting will follow the SVGMD's Purchasing Policy, as applicable, found on the SVGMD's website at <https://www.sierravalleygmd.org/district-transparency>.

ATTACHMENT 1
SVGMD STANDARD PROFESSIONAL SERVICE AGREEMENT

**PROFESSIONAL SERVICE AGREEMENT
BY AND BETWEEN**

**THE SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT
AND
<NAME>**

FOR <FILL IN> SERVICES

THIS AGREEMENT for services associated with <FILL IN> services is entered into this _____ day of _____, 2023, by and between the Sierra Valley Groundwater Management District (District) and <NAME> (Contractor).

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District the services as follows:

Professional services, including <LIST> for the development and completion of <LIST> for the Sierra Valley Subbasin (SVSB). The services to be provided are further described in Exhibit A (Scope of Services) attached hereto and hereby incorporated herein.

1.1 Term of Services. The term of this Agreement shall begin on <DATE> and terminate on <DATE>. The schedule for services is further described in Exhibit C (Schedule) attached hereto and hereby incorporated herein.

1.2 Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor will be assigned to provide the scope of work with the exception that the assigned individual may assign additional personnel for assistance.

1.4 Time. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Contractor's obligations hereunder. Time is of the essence with respect to this Agreement and the services to be provided hereunder.

SECTION 2. COMPENSATION.

Contractor will invoice District on a <FILL IN> basis. District shall compensate Contractor in a manner set forth in Exhibit B (Budget and Bill Rate Schedules) attached hereto. Invoices shall be submitted no later than <XX> days following <FILL IN> along with sufficient backup documentation. When billing reaches the maximum Agreement amount as specified in Section 2.11, Contractor shall cease all work until such work is approved by the Board of Directors for District.

2.1 Invoices. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the amount of any prior billings, the total due for the period being billed for, and any outstanding sums remaining unpaid; and
- The applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.

2.2 Payment. District shall make <FILL IN> payments, based on invoices received and approved, for services satisfactorily performed and for authorized reimbursable costs incurred. District shall have thirty (30) days to pay Contractor from date of reimbursement from <GRANTOR>.

2.3 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.

2.5 Payment upon Termination. In the event that District or Contractor terminates this Agreement pursuant to Section 7 of this Agreement, District shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.6 Authorization to Perform Services. Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement unless and until written authorization is received from District.

2.7 Travel Expenses. Travel and per diem costs <are/are not> eligible for reimbursement.

2.8 Labor Code Compliance. Contractor 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/dlse/PWManualCombined.pdf>. 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 Contractor affirms that it will comply with such provisions before commencing the performance of the work under this Agreement.

2.9 Suspension of Payments. This Agreement may be subject to suspension of payments or termination, or both, if the District determines that:

- A. Contractor or its subcontractors have made a false certification; or
- B. Contractor or its subcontractors violates the certification by failing to carry out the requirements noted in this Agreement.

2.10 Contingent Payment. Contractor acknowledges and accepts that all payments to Contractor under this Agreement by District are contingent upon funding availability as provided by the <GRANTOR AGREEMENT>, attached hereto as Exhibit D. If, for any reason, the Grant Agreement is terminated, rescinded, or void, or funding is otherwise unavailable to the District, the District shall not have any obligation to make payments to Contractor under this Agreement.

2.11 Maximum Cost to District. Notwithstanding any other provision of this Agreement, in no event shall the cost to District for the services to be provided hereunder exceed the maximum sum of <FILL IN>.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS.

4.1 Coverage. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

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.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

4.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.2.1 Additional Insured Status. **The District, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Contractor shall also name the <GRANTOR>, its officers, agents and employees as additional insureds for activities undertaken pursuant to this Agreement.

4.2.2 Primary Coverage. For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.3 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the District.**

4.2.4 Waiver of Subrogation. Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

4.2.5 Self-Insured Retentions. Self-insured retentions must be declared to and approved by the District. The District may require the Contractor 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 District. Consultant shall carry a 10% retention until project completion.

4.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

4.4 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

4.4.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

4.4.2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*

4.4.3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

4.5 Verification of Coverage. Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.6 Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

4.7 Indemnity. Contractor shall hold harmless, defend and indemnify District and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs in connection with Contractor's direct negligence in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

Contractor shall hold harmless, defend and indemnify <GRANTOR> and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs in connection with Contractor's direct negligence in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of <GRANTOR>.

4.8 Performance Bond. Contractor shall furnish a performance bond in favor of the District in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

SECTION 5. STATUS OF CONTRACTOR.

5.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of District. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, District shall otherwise not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor – and any of its employees, agents, and subcontractors providing services under this Agreement – shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District, and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.

5.2 Contractor Not Agent. Except as District may specify in writing or as provided by law, Contractor shall have no authority, express or implied, to act on behalf of

District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

SECTION 6. LEGAL REQUIREMENTS.

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatever nature legally required to practice their respective professions. Contractor represents and warrants to District that Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement any required business licenses from District.

6.5 Nondiscrimination and Equal Opportunity. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

During the performance of this Agreement, Contractor or its 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. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

6.6 Drug-Free Workplace Certification. Certification of Compliance: By signing this Agreement, Contractor hereby certifies, 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 Contractor'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 Agreement:
 - i. Will receive a copy of the Contractor's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Contractor's condition of employment, contract or subcontract.

6.7 Income Restrictions. Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to the <GRANTOR> or District, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the <GRANTOR> or District, respectively, under this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. District may cancel this Agreement for any reason upon thirty (30) days' notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Contractor delivering to District copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Contractor.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7.3 Assignment and Subcontracting. District and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of

Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the District.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Contractor shall survive the termination of this Agreement.

7.5 Options Upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, District's remedies shall include but not be limited to the following:

7.5.1 Immediate termination of the Agreement;

7.5.2 Retention of the plans, reports, documents, and any other work product prepared by Contractor pursuant to this Agreement; and/or

7.5.3 Retention of a different Contractor to complete any work described in Exhibit A remaining unfinished by Contractor.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Contractor's Performance. Contractor hereby agrees to promptly and expeditiously deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, certification, permits, approvals, or any other documents, materials, or information, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement to District upon reasonable request or termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for District, are the sole property of District, and are not necessarily suitable for any future or other use. District and Contractor agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

Contractor further 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 Agreement shall be made available to <GRANTOR> 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.)

8.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this Agreement. Contractor shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of District. Records are subject to inspection by <GRANTOR> at any and all reasonable times.

8.4 Confidentiality. All information and records obtained in the course of providing services under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of the services to be performed hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Inspections of Project by <GRANTOR>. <GRANTOR> shall have the right to inspect the work being performed at any and all reasonable times during the term of this Agreement. This right shall include, but not be limited to, access to contracts or subcontracts entered into pursuant to this Agreement.

9.2 Acknowledgement of Credit and Signage. Contractor shall include appropriate acknowledgement of credit to <GRANTOR> for its support when promoting the Sierra Valley Subbasin GSP (Project) or using any data and/or information developed under this Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Contractor's headquarters and shall include the <GRANTOR> color logo and the following disclosure statement: <FILL IN>.

9.3 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.4 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court of the County of Sierra.

9.5 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.6 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.7 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.8 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Contractor's profession, unless such conflict may be waived by District and District chooses to waive such conflict in writing.

Contractor shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code section 1090 *et seq.*, or Public Contract Code sections 10410 and 10411.

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of District. If Contractor were an employee, agent, appointee, or official of District in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code section 1090 *et seq.*, or Public Contract Code sections 10410 and 10411, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse District for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code section 1090 or Public Contract Code sections 10410 and 10411 and, if applicable, will be disqualified from holding public office in the State of California.

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 this Agreement being declared void. Other legal actions may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

Individuals working on behalf of Contractor 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.

9.9 Solicitation. Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.10 Notices.

Any written notice to Contractor shall be sent to:

<INCLUDE>

Any written notice to District shall be sent to:

Sierra Valley Groundwater Management District
P.O. Box 88
Chilcoot, CA 96105

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.12 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

[signature page to follow]

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

DISTRICT

CONTRACTOR

By: _____
Chair

By: _____
Vice President

APPROVED AS TO FORM:

By: _____
District Counsel

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

BUDGET AND BILLING RATE SCHEDULES

EXHIBIT C
SCHEDULE

EXHIBIT D
GRANT AGREEMENT