

Vina Grant Component 2- LWA

This Contract, dated as of the last date executed by the Vina Groundwater Sustainability Agency is between the Vina Groundwater Sustainability Agency, formed under a Joint Exercise of Powers Agreement, hereinafter referred to as "GSA", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE				
Term of This Contract				
Term Begins		Term Completion Date		
On Following Date	Upon Execution	On Following Date	April 15, 2026	
Member Agency Lead	Butte County			
Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)				
Price \$	Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price	\$ 695,000	<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate		
CONTRACTOR Contact Information		GSA Contact Information		
CONTRACTOR	Larry Walker Associates	Project Manager	Christina Buck	
Address	1480 Drew Avenue, Suite 100	Address	308 Nelson Ave.	
City, State & ZIP	Davis, CA 95618	City, State & ZIP	Oroville, CA 95965	
Telephone	530-753-6400	Telephone	530-552-3595	
Email	ryanf@lwa.com	Email	cbuck@buttecounty.net	

WHEREAS, GSA, through the GSA Member Agency identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions (including Exhibit "A")
- Attachment II – Insurance Requirements for Professional Services Contract
- Attachment VI – Professional Credentials
- Attachment III – Scope of Work

By signature below, the GSA Program Manager, or their designee, certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Insurance Requirements for Professional Services Contract."


Dillon Raney
Typed or Printed Name


Signature

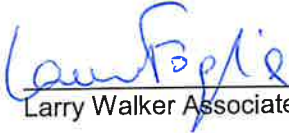
3/13/24
Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

GSA

By  3/19/24
Evan Tuchinsky Date
Chair, Vina Groundwater Sustainability Agency

CONTRACTOR

 03/08/2024
Larry Walker Associates Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE
Kamie Loeser
Management Committee Representative

APPROVED AS TO FORM
Valerie Kincaid
GSA Legal Counsel

By 

By _____

**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **GSA Project Manager.** The GSA Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of GSA nor is the CONTRACTOR a partner or in any way directly affiliated with the GSA. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** The GSA retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the GSA by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the GSA. The parties agree that the GSA will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the GSA and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
 - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands that if confidential information concerning any

individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the GSA or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the GSA, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the GSA, but excluding liability due to the active negligence or willful misconduct of the GSA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to GSA for any loss of or damage to GSA property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the GSA's funding source herein may be GSA, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with GSA, State or Federal mandates and to reimburse the GSA for any liability upon the GSA for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to GSA, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with GSA Policies and Procedures. No

oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
14. **Contractor's Standard of Care.** GSA has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by GSA shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the GSA.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Directors. If this Contract was executed for the GSA by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the five year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Directors. If this Contract was executed for the GSA by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five year limitation unless duly executed by the Chair of the Board of Directors.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
 - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
 - d. National Labor Relations Board Public Contract Code 10296.
 - e. Domestic Partners – Public Contract Code 10295.3.
 - f. ADA 1990 42 USC 12101 et seq.
18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.
19. **Contractor Performance and the Breach Thereof.** The GSA may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the

end of the 30 days, if remedy is not made or does not satisfy the default, the GSA shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the GSA may proceed with the work in any manner deemed proper by the GSA. The cost to the GSA shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the GSA.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of GSA and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. GSA will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
 - a. This contract is entered into by GSA upon the express representation that CONTRACTOR has no other contracts in effect with GSA except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
 - b. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the GSA in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the GSA for the advice of Vina GSA Legal Counsel on the matter prior to executing this contract.
23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the GSA and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.
25. **No Implied Waiver.** In the event that The GSA at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that GSA waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

EXHIBIT "A"

Acknowledgement of OTHER GSA Contracts

List any and all contracts that you have with GSA or Member Agencies. If none, you must stipulate "none."
This cannot be left blank or omitted from the contract.

CONTRACTOR has the following contracts with the GSA or Member Agencies:

- Butte County Phase II Stormwater Program Support
- City of Chico Stormwater Master Plan
- City of Chico Local Limits Study

**ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) 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:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- 3) Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4) Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

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

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1)** The GSA, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction 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 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).
- 2)** For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the GSA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the GSA, its officers,

officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute with it.

- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the GSA.

C. WAIVER OF SUBROGATION: Contractor hereby grants to GSA a waiver of any right to subrogation which any insurer of said Contractor may acquire against the GSA 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 GSA has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the GSA for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the GSA. The GSA may require Contractor to purchase coverage with a lower retention or 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 GSA.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the GSA.

F. VERIFICATION OF COVERAGE: Contractor shall furnish GSA with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The GSA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: GSA reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the GSA certificates of insurance and endorsements before beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 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.
- 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) A copy of the claims reporting requirements must be submitted to the GSA for review.

**ATTACHMENT VI
PROFESSIONAL CREDENTIALS**

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

Table 1. Professional credentials of key staff overseeing the project. Support staff offer additional credentials as needed.

Name	Professional Degree(s)	Licenses / Certifications / Bonds
Ryan Fulton (LWA)	M.Eng., Civil & Environmental Engineering, Utah State University, Logan, UT B.S., BioResource and Agricultural Engineering, California Polytechnic State University, San Luis Obispo, CA	Professional Civil Engineer, CA License No. C87403
Laura Foglia (LWA)	Ph.D. in Environmental Engineering, ETH Zurich, Zurich, Switzerland M.S., Physics, University of Milan, Milan, Italy	N/A
Eddy Teasdale (subcontractor)	M.S., Hydrogeology, University of Idaho, Moscow, Idaho B.S., Geology, University of Texas, Arlington, Texas	Professional Geologist, CA No. 7791; ID No. 1561 Certified Hydrogeologist, CA No. 926

ATTACHMENT III Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At 90 days prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with GSA Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

Duties and obligations of the CONTRACTOR:

COMPONENT 2: GSP UPDATES, DATA GAPS, AND OUTREACH SCOPE

Component 2 consists of the installation of monitoring sites and dedicated monitoring equipment, to expand the understanding of basin conditions in the Vina subbasin and address data gaps as identified in the Groundwater Sustainability Plan (GSP). In aggregate, project tasks will help expand the understanding of the hydrogeology and hydrology in the Subbasin to support updates to the GSP and successful management of the subbasin.

Additionally, the project focuses on improving the understanding of the domestic well conditions in the Subbasin by performing an in-depth review of the domestic wells in the Subbasin and by creating a Community Monitoring Program with dry well tracking. In aggregate, project tasks will help expand the understanding of the domestic well conditions in the Subbasin. The project includes preparation of the five-year GSP Periodic Evaluation and tasks to address recommended corrective actions identified by DWR in the Determination Letter for the Vina GSP.

The public and interested parties will be informed of the activities associated with this project through regular Stakeholder Advisory Committee Meetings, meetings of the GSA Boards, public workshops, and regular email correspondence to the interested parties list, similar to the approach taken during GSP development. In addition, targeted outreach will be conducted to stakeholders near and around the monitoring sites.

Category (b): Environmental / Engineering / Design

Task 1: Landowner Access Agreement/Site Access

CONTRACTOR shall work with landowners to identify and secure site locations for new monitoring infrastructure or equipment. CONTRACTOR and GSA shall work together to acquire landowner access agreement(s) required to install monitoring wells, piezometers, and stream gages if applicable. Any access agreements obtained shall allow for adequate long-term, access for construction and maintenance of the well, piezometer, or stream gage.

Deliverables:

- Landowner access agreement(s)

Assumptions:

- GSA staff will play a limited role in landowner contacts and coordination
- Landowner access agreements will be reviewed and approved by GSA legal counsel

Task 2: Multi-Completion Monitoring Wells, Shallow Wells and Stream Gages Planning

CONTRACTOR shall conduct planning and design activities associated with the multi-completion monitoring well installation, shallow well or piezometer and stream gage installation/maintenance within the Subbasin. Monitoring well planning will consider data gaps identified in the Vina Groundwater Sustainability Plan and monitoring needs of other projects that are underway in the Vina subbasin, including the Lindo Channel Project. Task 8 activities will be coordinated with overall monitoring well planning conducted under this task.

CONTRACTOR shall perform a technical assessment of potential monitoring well locations, associated costs, and landowner participation to determine the final number and location of monitoring wells to be installed, and the final number of completions to be included in each monitoring well. Locations for additional monitoring wells will be identified for inclusion in a DWR Technical Support Services application. CONTRACTOR shall draft application content and will coordinate well drilling/monitoring activities with DWR's Technical Support Services (TSS) Program, as feasible.

CONTRACTOR shall acquire necessary permits required for the installation of the wells, piezometers and gages and any additional permits, as required.

CONTRACTOR shall prepare the environmental documentation, as required, under CEQA with the County Clerk's Office and State Clearinghouse. CONTRACTOR shall submit the CEQA document(s) to the GSA who will work with the DWR Grant Manager for review and concurrence prior to beginning construction. Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance. CONTRACTOR shall wait for Notice to Proceed before construction begins.

Deliverables:

- Draft Application for DWR Technical Support Services Program
- Map of recommended locations for monitoring wells, piezometers and gages for GSA approval
- Required environmental documentation for CEQA compliance
- Copies of required permits

Category (c): Implementation / Construction

Task 3: Multi-Completion Monitoring Wells, Shallow Wells and Stream Gages Installation

CONTRACTOR shall conduct a competitive bid process, including develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract for the selection of a contractor to install wells and gages, as applicable. CONTRACTOR shall coordinate with GSA to publicly advertise bid in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed and

a recommendation for award made. CONTRACTOR shall send a Notice of Intent to Award to the selected bidder(s) and submit a Notice(s) to Award.

CONTRACTOR shall manage the selected contractor to install a minimum of one (1) multi-completion monitoring well with a minimum of two (2) vertical zones per well. CONTRACTOR shall assess the Hydrogeologic Conceptual Model (HCM) to decide the number of screen intervals, water conditions, well locations, water trends and conditions, and access agreements. CONTRACTOR shall install a minimum of three (3) new surface water flow monitoring sites and install each stream gage with three (3) new shallow monitoring wells. CONTRACTOR will assess the HCM to decide the final well design including the depth and distance of the wells from stream gages, water conditions, data gaps, water trends and conditions, and access agreements.

Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance. CONTRACTOR shall wait for GSA to provide Notice to Proceed before beginning category (c) tasks. CONTRACTOR shall install stream gages and provide construction management support during well drilling. The GSA will contract directly with the well driller(s).

Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total contract amount.

Deliverables:

- Bid documents
- Installation Plan for GSA approval
- Notice of award
- Well permits, if applicable
- Notice to Proceed (to well contractor)
- Photos of completed wells
- Well completion reports
- 100% Design, plans and specifications
- Surface and groundwater monitoring site summary report

Assumptions:

- GSA will provide Notice to Proceed to CONTRACTOR once DWR provides concurrence on environmental documentation and approval for category (c) construction activities to begin.

Category (d): Monitoring / Assessment

Task 4: Response to DWR GSP Determination

CONTRACTOR shall identify key aspects of the GSP to modify in response to DWR's determination letter received in July 2023. CONTRACTOR shall work with GSA staff, advisory committees, and with the Vina GSA and Rock Creek Reclamation District GSA Boards to determine how corrective actions will be addressed and to develop amendments to the GSP. Corrective actions were listed that must be addressed by the time of the DWR's periodic review set to begin January 28, 2027. A Draft Amended GSP shall be made available for public review and comment prior to March 2026, or as mutually agreed upon.

Deliverables:

- Draft Amended GSP
- Map files and data sets developed for GSP amendments

Task 5: Draft Periodic Evaluation of the GSP

CONTRACTOR shall develop the Periodic Evaluation to accompany the amended GSP, for submittal to DWR before January 2027, as part of the required 5-year Periodic Evaluation. The draft Periodic Evaluation will be made available for public review and comment prior to March 2026, or as mutually agreed. CONTRACTOR shall work with GSA staff, advisory committees, and with the Vina GSA and Rock Creek Reclamation District GSA Boards to develop content for the GSP Periodic Evaluation.

Deliverables:

- Draft GSP Periodic Evaluation
- Board meeting presentations on GSP evaluations
- Map files and data sets developed for the GSP Periodic Evaluation

Task 6: Gather, Evaluate Data, and Develop Approach for Interconnected Surface Water (ISW) Sustainable Management Criteria

CONTRACTOR shall refine the sustainable management criteria for Interconnected Surface Water to address DWR comments on the Vina GSP related to the technical approach for the use of groundwater levels as proxies for measurable objectives and minimum thresholds. CONTRACTOR will use new data to fill initial data gaps and develop a refined approach to set the Interconnected Surface Water SMC for inclusion in the amended GSP.

CONTRACTOR shall use the Butte Basin Groundwater Model (BBGM), or similar tool mutually agreed upon, to assess ISW loss and gains. Model inputs/outputs will be refined/updated using the new data. An assessment of the loss/gain values will be conducted to determine if they represent the overall interaction between the surface water and groundwater system or if the quantity of depletion is due to groundwater pumping. Estimates of agricultural pumping will be derived using DWR's Statewide Crop Mapping Datasets, available evapotranspiration estimates (e.g., OpenET), and surface water diversion records. Proposed PMAs will be modeled to determine impacts to ISWs. This task will be coordinated with other GSA modeling activities.

Deliverables:

- Draft and Final Technical Memo or Updated Chapter in GSP
- A copy of the refined/updated BBGM files
- Map files and datasets developed or utilized to develop the SMC

Task 7: Domestic Well Survey

CONTRACTOR shall conduct activities to address the identified data gap related to domestic wells in the Vina Subbasin. CONTRACTOR shall perform a desktop survey of existing domestic well dataset to identify wells with poor construction information and wells with a high potential to go dry. Activities will include field visits to the wells identified to confirm use status and well video surveys on wells in-use with poor construction information. CONTRACTOR shall update current dataset of domestic wells with results of the survey including active domestic wells and their construction information.

Deliverables:

- Technical Memorandum
- Domestic well database

Task 8: Create Community Monitoring Plan and Equip Volunteer Wells with Monitoring Equipment

CONTRACTOR shall create a monitoring program plan for domestic well owners that will include methods for outreach and engagement, identifying and meeting education needs, identifying methods for data management, and how the plan will be implemented.

CONTRACTOR shall purchase and install necessary monitoring equipment to track water levels in eight (8) domestic wells. CONTRACTOR shall support engagement with domestic well owners who volunteer to participate.

Deliverables:

- Map of installed equipment
- Summary of well characteristics

Task 9: Community Monitoring and Dry Well Data and Visualization

CONTRACTOR shall enhance the existing Data Management System (DMS) to house the water levels collected as part of the community monitoring program established under Task 8 and to track dry wells. CONTRACTOR shall coordinate task activities with County DMS development process. CONTRACTOR shall develop a system for verifiably reporting and tracking dry wells and will append community monitoring data to the County DMS.

Deliverables:

- DMS input tables

Category (e): Engagement / Outreach

Task 10: Community Monitoring Program Engagement and Education

CONTRACTOR shall participate in public engagement through two in-person workshops designed to educate participants in the community monitoring program and instruct the GSA on how to use the installed monitoring equipment including how to upload the data to the DMS. CONTRACTOR shall work with GSA to inform interested parties about implementation progress through continued GSP-related outreach, relevant reports, and data. Develop public information materials to be distributed informing the public of the program and how they can participate. Hold workshops to discuss the program and hear the suggestions, questions, and concerns of the community.

Deliverables:

- Informational handouts for up to two workshops

Contractor Compensation:

The maximum amount billable under this contract shall not exceed six hundred and ninety-five thousand (\$695,000). Billing rates are identified on Attachment III, Exhibit "A", CONTRACTOR Fee Schedule, attached hereto and incorporated herein. CONTRACTOR shall submit fully

delineated invoices by budget category and task monthly to GSA. Using a general overhead percentage is not allowed and shall not be used for invoicing. Expenditures for tasks shall not exceed totals specified in each Budget Category presented in the Cost Breakdown Table.

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

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Travel and per diem costs, except for mileage.
- C. Meals, food items, or refreshments.

Purchase of monitoring equipment or other materials shall be preapproved by GSA and accompanied by receipts for reimbursement. Total expenses of equipment shall not exceed \$100,000.

Invoices: CONTRACTOR shall submit invoices via email to the GSA Project Manager or their designee.

Fully Delineated invoices must include:

- Contract Number
- Date of the invoice
- Invoice number
- Work Performance Period
- Total amount due for the invoice time period
- Invoices must be itemized based on the categories (i.e., Component, budget categories and tasks) specified in the Cost Table. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
- Reimbursable expense receipts; mileage logs
- Subcontractor invoice copies shall be submitted with invoices from Contractor

Upon receipt, review and approval of Contractor invoices, GSA shall authorize County Auditor's Office to make payment within 30 days.

Cost Breakdown Table

Component 2: GSP Updates, Data Gaps, and Outreach

The proposed Cost Breakdown by task is summarized in Table 1 below. CONTRACTOR shall invoice based on a time and material basis according to CONTRACTOR standard rates. Costs may be transferred between tasks within the same Budget Category as mutually agreed.

Table 1. Component 2 Cost Breakdown by Task.

Budget Category / Task	Cost
Budget Category (a): Administration	
Not Applicable	\$0
Budget Category (a) Subtotal:	\$0
Budget Category (b): Environmental / Engineering / Design	
1. Landowner Access Agreement/Site Access	\$9,364
2. Multi-Completion Monitoring Wells, Shallow Wells and Stream Gages Planning	\$30,636
Budget Category (b) Subtotal:	\$40,000
Category (c): Implementation / Construction	
3. Multi-Completion Monitoring Wells, Shallow Wells and Stream Gages Installation (min. of 1 multi-completion well, 9 shallow wells, and 3 stream gages)	\$135,000
Budget Category (c) Subtotal:	\$135,000
Category (d): Monitoring / Assessment	
4. Response to DWR GSP Determination	\$54,560
5. Draft Periodic Evaluation of the GSP	\$54,450
6. Gather, Evaluate Data, and Develop Approach for Interconnected Surface Water Sustainable Management Criteria	\$238,612
7. Domestic Well Survey	\$33,860
8. Create Community Monitoring Plan and Equip Volunteer Wells with Monitoring Equipment (8 wells)	\$116,160
9. Community Monitoring and Dry Well Data and Visualization	\$14,858
Budget Category (d) Subtotal:	\$512,500
Category (e): Engagement / Outreach	
10. Community Monitoring Program Engagement and Education	\$7,500
Budget Category (e) Subtotal:	\$7,500
Project Total:	\$695,000

Note: Budget Category C, Task 3 excludes \$215,000 to drill a minimum of one (1) multi-completion monitoring well with a minimum of two (2) vertical zones per well and nine (9) new shallow monitoring wells. The GSA will contract directly with the driller(s) awarded the work. The budgeted amount may be adjusted as bids are received. Budget may be moved between tasks within the same Budget Category as mutually agreed. A well installation plan will be developed under Budget Category (c) after bids have been received to get GSA approval of the number of new monitoring sites to be drilled. LWA shall be responsible for installing the stream gages and providing construction management services while drilling.

Schedule

Component 2: GSP Updates, Data Gaps, and Outreach

The project schedule (Table 2) is based on an anticipated project start date in March 2024 with project completion in March 2026 (i.e., 24-month timeline). The estimated completion time of the project may change (shorten/lengthen) based upon the responsiveness of the other agencies to information requests, design review phases, permitting, contractor availability, procurement lead times (supply chain), and the ability to perform some project tasks concurrently. CONTRACTOR shall inform GSA staff of any schedule changes.

Table 2. Component 2 Deliverable Due Dates.

Budget Category	Task Number	Deliverable	Due Date
Budget Category (a): Administration	N/A	N/A	N/A
Category (b): Environmental / Engineering / Design	1. Landowner Access Agreement/Site Access	Landowner access agreement(s)	August 2024
	2. Multi-Completion Monitoring Wells, Shallow Wells and Stream Gages Planning	Draft Application for DWR Technical Support Services Program	June 2024
		Map of recommended locations for monitoring wells, piezometers, and gages for GSA approval	June 2024
		Required environmental documentation for CEQA compliance	Sept 2024
		Copies of required permits	Sept 2024
Category (c): Implementation / Construction	3. Multi-Completion Monitoring Wells, Shallow Wells and Stream Gages Installation	Bid documents	Oct 2024
		Installation Plan for GSA approval	Nov 2024
		Notice of award	Dec 2024
		Well permits, if applicable	Dec 2024
		Notice to Proceed (to well contractor)	Dec 2024
		Photos of completed wells	June 2025
		Well completion reports	June 2025
100% Design, plans and specifications	August 2024		

Budget Category	Task Number	Deliverable	Due Date
		Surface and groundwater monitoring site summary report	Dec 2025
Category (d): Monitoring / Assessment	4. Response to DWR GSP Determination	Draft Amended GSP	Feb 2026
		Map files and data sets developed for GSP amendments	Feb 2026
	5. Draft Periodic Evaluation of the GSP	Draft GSP Periodic Evaluation	Jan 2026
		Board meeting presentations on GSP evaluations	Feb 2026
		Map files and data sets developed for the GSP Periodic Evaluation	Mar 2026
	6. Gather, Evaluate Data, and Develop Approach for ISW SMC	Technical Memo or Updated Chapter in GSP	Jan 2026
		Draft Tech Memo/Chapter	Dec 2025
		A copy of the refined/updated BBGM files	Mar 2026
		Map files and datasets developed or utilized to develop the SMC	Mar 2026
	7. Domestic Well Survey	Technical Memorandum	Dec 2024
		Domestic well database	Dec 2024
	8. Create Community Monitoring Plan and Equip Volunteer Wells with Monitoring Equipment	Map of installed equipment	Jun 2025
		Summary of well characteristics	Jun 2025
9. Community Monitoring and Dry Well Data and Visualization	DMS input tables	Dec 2025	
Category (e): Engagement / Outreach	10. Community Monitoring Program Engagement and Education	Informational handouts for up to two workshops	Jan 2025 / Jun 2025

Exhibit A: CONTRACTOR Fee Schedule



LARRY WALKER ASSOCIATES RATE SHEET Effective July 1, 2023 – June 30, 2024

TITLE	RATE (\$/Hour)
Intern	\$65
Administrative	\$ 80
Contract Coordinator	\$145
AR/AP Manager	\$145
Graphic Designer	\$134
Senior Graphic Designer	\$174
Project Staff I-C	\$140
Project Staff I-B	\$169
Project Staff I-A	\$196
Project Staff II-B	\$208
Project Staff II-A	\$235
Senior Staff I	\$253
Senior Staff II	\$272
Associate I	\$289
Associate II	\$305
Vice President	\$322
Executive Vice President	\$337
Senior Executive	\$353
President	\$353

REIMBURSABLE COSTS	
Travel	
Local Mileage	Current IRS Rate
Transportation	Actual Expense
Auto Rental	Actual Expense
Fares	Actual Expense
Room	Actual Expense
Subsistence and Per Diem Meals ⁽¹⁾	Current GSA Rate
Breakfast	Current GSA Rate
Lunch	Current GSA Rate
Dinner	Current GSA Rate
Incidentals	Current GSA Rate
Report Reproduction and Copying	
Per Color Copy, In-House	\$0.89
Per Black and White Copy, In-House	\$0.08
Per Binding, In-House	\$1.95
Special Postage and Express Mail	Actual Expense
Third-Party Material Preparation	Actual Expense
Other Direct Costs	Actual Expense
Daily Equipment Rental Rates	
Single Parameter Meters & Equipment	\$30.00
Digital Flow Meter	\$60.00
Multi-Parameter Field Meters & Sondes	\$100.00
RTK-GPS, RiverSurveyor, Tracer Study Equipment	\$250.00
Multi-Parameter Continuous Remote Sensing	\$40.00
Field Rig (Field Vehicle And All Equipment)	\$200.00
Subcontractors	Actual Expense Plus 10% Fee

Note: (1) Charged when overnight lodging is required. U.S. General Services Administration rates specified by location of work at [gsa.gov](https://www.gsa.gov)