



**M E M O R A N D U M**  
**COMMUNITY DEVELOPMENT/RESOURCE AGENCY**  
**ENVIRONMENTAL ENGINEERING DIVISION**  
County of Placer

TO: Board of Supervisors DATE: August 9, 2016

FROM: Ken Grehm, Director of Public Works and Facilities  
Brett Storey, Principal Management Analyst  
Kevin Bell, P.E., Environmental Engineering Program Manager

SUBJECT: Environmental Engineering / Sustainable Groundwater Management Act Program Update / Award and Execute Agreement for Western Placer Groundwater Management Plan Implementation

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**ACTION REQUESTED**

Receive an update on the Sustainable Groundwater Management Act activities for the North American Sub-Basin, and

Approve the award and execution of competitive Bid No. 10550 to GEI Consultants, Inc. for the Western Placer County Groundwater Management Plan Implementation, in the amount not-to-exceed \$201,896, and authorize the Director of Public Works and Facilities, or designee, to execute contract change orders up to ten percent (10%) of the contract amount.

Approve a budget revision to create a Capital Project for Sustainable Groundwater Management Act implementation in the amount of \$250,000.

**BACKGROUND**

The Sustainable Groundwater Management Act of 2014 (SGMA) requires agencies to achieve "sustainable groundwater management" by implementing various elements of the Act, including formation of a Groundwater Sustainability Agency (GSA) and development of a Groundwater Sustainability Plan (GSP). The County has been leading monthly meetings with the City of Roseville, City of Lincoln, Placer County Water Agency and California American Water Company to collaborate on the formation of a GSA that will implement SGMA requirements for a portion of the North American Sub-Basin (NASB). Progress has been made on several items necessary to meet the SGMA regulations. Staff and consultants are in the process of reaching out to critical stakeholders to develop an overall communications plan that will be implemented to the region prior to GSA formation. In addition, a web site is under development to assist in the education and outreach effort which should be fully functional by the end of summer. A draft Memorandum of Understanding (MOU) is in development to allow all GSA parties to share in the development and funding of this process. These items plus the grant work described below will allow the NASB to be fully compliant with the regulations through next year.

In November 2015, your Board authorized staff to apply to the Department of Water Resources (DWR) to obtain a "Counties with Stressed Basins Grant" under the Sustainable Groundwater Planning Grant Program pursuant to Proposition 1. On April 5, 2016, staff reported to your Board that the DWR awarded Placer County a two-year grant for \$242,016 towards review of basin wide land use planning information, development of GSA structure options, and water extraction and water quality data gathering for GSP development. Staff negotiated and signed a grant agreement (per Resolution 2015-245) with DWR and grant funding is available July 2016. Grant activities will conclude by December 2017.

The grant funds can be applied toward both County labor and consulting costs. However, the County is required to provide a local cost share of not less than 50 percent of the total project cost. The County has satisfied this requirement through an in-kind match of staff time and other related expenditures.

The Procurement Services Division developed Request for Proposals (RFP) No. 10550 for groundwater management plan implementation. The RFP was distributed via the County's online Public Purchase system to four hundred twenty-four potential proposers and was also posted on the County's website. Seventy-Five firms downloaded the RFP online and a total of three responsive proposals were received from Dudek of Auburn, CA, GEI Consultants, Inc. of Rancho Cordova, CA, and Tully & Young, Inc. of Sacramento, CA.

An evaluation panel comprised of representatives from the Planning Department, Environmental Utilities, County Executive Office, Placer County Water Agency, and the City of Roseville evaluated and ranked the proposals in accordance with the evaluation criteria described in the solicitation. The evaluation panel determined that GEI Consultants was the top-ranked firm. Staff negotiated an agreement that supports the County's objectives for groundwater management plan implementation for Western Placer County and complies with the grant requirements. Procurement Services received no bid protests. In order to proceed with the Project, staff recommends your Board approve the award and execution of the Contract and authorize the Director of Public Works and Facilities, or designee, to execute contract change orders.

#### **ENVIRONMENTAL IMPACT**

Pursuant to California Water Code Section 10728.6, the requirements of CEQA do not apply to the preparation and adoption of a GSP. The proposed project tasks fall under CEQA Guidelines 15306, Information Collection, which does not result in a serious or major disturbance to an environmental resource. Any actions to implement the recommendations of the GSP would be subject to future evaluation under CEQA.

#### **FISCAL IMPACT**

The total cost for the project is \$250,000, which includes \$201,896 for consultant costs and \$48,104 for staff costs and contingency. Full funding will be provided by the DWR grant funds and is included in the Capital Projects FY 2016-17 Proposed Budget.

#### **ATTACHMENTS**

Budget Revision  
Consultant Services Agreement

PAS DOCUMENT NO.

**BUDGET REVISION**

POST DATE: \_\_\_\_\_

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
12	BR	\$ 757,984.00	5

<input type="checkbox"/> Cash Transfer Required	<input type="checkbox"/> Establish Reserve Required	<input type="checkbox"/> Reserve Cancellation Required
Fund: _____	GL: _____	GL: _____
SUB Fund: _____	SUB GL: _____	SUB GL: _____

ESTIMATED REVENUE ADJUSTMENT											APPROPRIATION ADJUSTMENT										
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Contract No.: \_\_\_\_\_

**Administering Agency: County of Placer / Public Works and Facilities / Environmental Engineering**

**Contract Description: CONSULTING SERVICES FOR GROUNDWATER MANAGEMENT PLAN IMPLEMENTATION**

### **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made at Auburn, California, as of \_\_\_\_\_, by and between the County of Placer, a political subdivision of the State of California ("County"), and GEI Consultants, Inc., ("Consultant") a Massachusetts Corporation, who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **Two Hundred One Thousand Eight Hundred Ninety-Six Dollars and no/100 (\$201,896.00)** without the prior written approval of County.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit D, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall furnish Consultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit E are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence, and, subject to County's compliance with Exhibit D and to the provisions of paragraph 3 of Exhibit E, failure of Consultant to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

COUNTY: Placer County Department of Public Works and Facilities  
Attn: Brett Storey  
Principal Management Analyst  
11476 C Avenue  
Auburn, CA 95603  
Phone: 530-745-3011  
Fax: 530-889-6809

CONSULTANT: GEI Consultants, Inc.  
Attn: Richard W. Shatz, CHG  
2868 Prospect Park Drive, Suite 400  
Rancho Cordova, CA 65670  
Phone: 916-631-4566

REMIT TO CONSULTANT:  
GEI Consultants, Inc.  
Attn: Julio Guerrero  
PO Box 843005  
Boston, MA 02284-3005  
Phone: 781-721-4102

County or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

COUNTY OF PLACER

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

GEI Consultants, CONSULTANT

By: \_\_\_\_\_  
Michael Cornelius, Vice President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Williamson, Vice President

Date: \_\_\_\_\_

Approved as to Form

Approved as to Funds

By: \_\_\_\_\_  
Placer County Counsel

By: \_\_\_\_\_  
Placer County Auditor

- Exhibit A: Scope of Services
- Exhibit B: Payment for Services Rendered
- Exhibit B-1: Fee Schedule
- Exhibit C: Proposition 1 SGWP Grant Conditions
- Exhibit D: Facilities, Equipment, and Other Materials and Obligations of County
- Exhibit E: General Provisions

## **EXHIBIT A SCOPE OF SERVICES**

To assist the County comply with the Sustainable Groundwater Management Act (SGMA), the following scope of work is divided into two primary tasks: Task 1 to advance the Groundwater Sustainability Agency (GSA) formation and Task 2 to assist in the development of the Groundwater Sustainability Plan (GSP). Subtasks are provided to describe in detail the work to be accomplished. Task 3 and Task 4 describe the Consultant's efforts for providing deliverables to the California Department of Water Resources' (DWR's) Project Manager.

The proposed scope and tasks are summarized in the below sections. This Scope of Services may be amended only with the prior written approval of the Consultant and the Placer County Director of Public Works and Facilities, or designee; however, in no event shall such amendment create any additional liability to the County.

Consultant shall notify the County of any events or proposed changes that could affect the scope, budget, or work performed under this Agreement. Consultant agrees that no substantial change in the scope of a project(s) will be undertaken until written notice of the proposed change has been provided to the County and DWR and the DWR has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.

Consultant shall be familiar with, and ensure all deliverables meet, the requirements and due dates specified in the DWR Proposition 1 Sustainable Groundwater Planning Grant Agreement Number 4600011504 (Grant).

Consultant shall notify the County of any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State's representatives. Consultant shall make such notification at least 20 calendar days prior to the event.

### **TASK 1: ADVANCEMENT OF GSA FORMATION**

The Western Placer County Groundwater Management Plan Partners, City of Roseville, City of Lincoln, Placer County Water Agency and California American Water (GSA Partners)) and the County have met multiple times to: 1) discuss, formulate and define the GSA management area; 2) designate Placer County to facilitate the development of the GSA; 3) develop a preliminary list of stakeholders; and 4) estimate a timeline for completion of the GSA process. The following projects were identified by the County and the GSA Partners to assist in the advancement of GSA formation, specifically to reach approximately a 60 percent level of completion. The remaining effort to complete formation of a GSA will be by each agency's in-house attorneys to formalize the language.

#### ***Subtask 1.1: Land Use Planning Review.***

Within the County multiple agencies have land use planning authorities and plans. The goal of this Subtask is to identify and summarize land use authorities and plans to support the development of the GSA. The Consultant will review General Plans, Urban Water Management Plans, Agricultural Use Ordinances, Agricultural Water Management Plans, Salt Nutrient Management Plans, and Habitat Conservation Plans to identify existing management authorities, areas of control, authorities, policies and regulations. Consultant shall identify existing and common authorities that can be easily incorporated into a Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), or a Joint Powers Authority (JPA) agreement and where new authorities or ordinances may be required. During this review, the Consultant shall also capture existing and projected groundwater demand to assess potential groundwater extractions for use in the GSP and to develop potential scenarios for future groundwater modeling. Information derived during this task will also be used in part to forecast any potential gain or reduction in groundwater storage.

**Deliverable:** Development of a technical memorandum that includes a summary of ordinances, authorities and governance areas by governing agencies; a matrix that presents land use regulations by agencies to present goals, assess similarities and identify special authorities or requirements; and a summary of long-term forecast of growth and water demands based upon the land use documents.

**Subtask 1.2: Develop a GSA Organizational Structure.**

The purpose of this task will be to develop pertinent options for GSA membership and organizational structure and provide the basic principles needed to develop agreements suitable to be adopted by the multiple public agencies and private water companies. The Consultant shall provide:

- Development of options for GSA membership and organizational structure through evaluation of pros and cons of types of legal agreements (non-attorney) for GSA formation and development of goals and objectives
- Development of guidelines and principles
- Development of a three-year projection of a financial model of anticipated GSA costs
- Development of a funding structure and potential financial commitments

Consultant shall develop informational packages for County Board of Supervisors, Water Agency Board of Directors, City Councils, and designated California American Company management to fully understand the options, have meaningful and informed discussions and for them to provide direction to staff on the approach to develop a GSA. The goal is to allow selection of an approach that will, with legal input, result in a GSA agreement and allow resolutions to be developed by each agency to adopt the agreement.

Consultant shall collaborate with the GSA Partners and the County to formulate these information packages to provide the level of detail need for staff to illustrate the pertinent issues.

**Deliverables:** Written summary (Technical memorandum and Multimedia presentations) regarding: 1) GSA Legal Agreement Options; 2) Goals and objectives; 3) Guidelines and principles; 4) GSA voting members and designated members; 5) Budget estimates for GSA annual costs; and 6) Potential fee structures to fully fund the GSA activities.

**TASK 2: DATA GATHERING FOR GSP DEVELOPMENT**

The GSA Partners developed the Sacramento Regional Groundwater Model, updated in 2012, which was used to develop a water balance and an estimate of the sustainable yield. Work under this task shall lead to the resolution of uncertainties to improve the water balance, assist in public outreach for GSA development, and provide additional water quality samples from the monitoring wells to establish trends as well as thresholds for the GSP.

**Subtask 2.1: Groundwater Extraction Facility Inventory (GEFI) Program.**

One of the biggest unknowns in the development of the 2012 water balance was the presence of active wells and the amount of groundwater that may be extracted through these wells. To better quantify the groundwater extractions within the Western Placer County portion of the Sub-basin, Consultant shall develop a confidential and secure web-based well location inventory system, populated with existing data from previous studies, including but not limited to GEI's 2007 data management system and one developed by Schlumberger Water Services in about 2004 for City of Lincoln, and from four public agencies (Placer County, City of Roseville, City of Lincoln and DWR) to establish a tool that includes all known existing wells and can be used to track all future wells permitted by the City of Roseville or City of Lincoln and Placer County. The inventory and its information shall remain confidential to only allow access and reporting information from individual well owners to designated agency individuals to insure public trust and accuracy.

The Consultant shall initiate development of the website by meeting with applicable permitting agencies to obtain their standard formats, considerations for input, any required tracking information,

and status of their existing records. The Consultant shall then develop a concept paper that will describe their understanding and the website functions and circulate the paper to, and meet with, the agencies prior to gain approval. The Consultant shall also engage the Regional Water Authority to assess the compatibility with their data management system and the input to the proposed groundwater modeling effort.

The Consultant shall develop the website to record well owner's name, parcel number, street address, latitude and longitude, DWR well log number, state coordinate designated well number, and County well permitting tracking numbers. To the extent possible, the website shall also include well construction details, a log of the sediments encountered and type of well (domestic, municipal, agricultural).

The Consultant shall initially populate the website with data that is electronically available, including:

- The existing 700 wells in the GSA Partner's database that was developed in 2007
- Information contained in the Schlumberger 2004 database if a copy can be obtained
- Electronic listings of well permits and information from City of Roseville and City of Lincoln
- Two years of well records (2014 and 2015) from the County
- CASGEM and Water Data Library locations from DWR

The Consultant shall then supplement the well locations from USGS topographic maps and historic reports in the area.

The County has hard copy documentation of well permits and well locations from 1980 to 2013. This scope assumes the County will provide the Consultant with copies of County well permits between 2007 and 2013. The County will also assist in obtaining the same from the City of Lincoln, if needed. The Consultant shall enter the permits into a database format to be determined upon consultation with the County. Where necessary, the Consultant shall use aerial photography to locate the wells on each parcel. This task assumes that wells constructed prior to 2007 have already been documented in the previous databases.

Consultant shall also populate the website with data from the Placer County Agricultural Commission including, but not limited to, information on the crop type by management unit, acreage, water demand for each crop, and how much surface water is used. Consultant shall provide a layer to show surface water conveyance canal locations owned and operated by Placer County Water Agency, Nevada Irrigation District and South Sutter Water District to allow property owners to designate their surface water diversion points to provide evidence that the water being used is from surface water sources. This data will provide an indirect approach to the location of wells as crop demand minus surface water supplies will indicate whether a groundwater source is present. This will allow in the future, focused outreach to identified parcels where wells must be present, as well as providing a method of estimating groundwater extractions.

Consultant shall develop the website to allow well permitting agencies electronic access to record the permit application, inspection information, the location of the well and other pertinent details. To ensure that the website is a useful tool, Consultant shall meet with each permitting agency to gain their input. Consultant shall develop the website to have a number of queries available to extract pertinent information for use in development of the GSP including deminimis and non-deminimis (irrigation and municipal) wells and their locations.

Consultant shall work with the County and its GSA Partners to assess whether a public access website would be beneficial. If so, Consultant shall create the website to meet the County's needs.

**Assumptions:** The website host location is not defined at this time, but will be provided by the County. Consultant shall develop the website to have designated secured access to allow the County, Roseville and Lincoln's well permitting agencies to use the program in the future to add new wells and also record when the wells are destroyed.

***Deliverables:***

- Functioning web-based Groundwater Extraction Facility Inventory Program (GEFI).
- Technical Memorandum summarizing estimates of groundwater usage.

***Subtask 2.2: Water Quality Trends.***

The purpose of this subtask is to obtain additional water quality sampling from six monitoring wells to assess whether total dissolved solid concentrations are stable, decreasing, or increasing to assess whether groundwater is being degraded and if groundwater management objectives should be established to eliminate this Sub-basin stressor.

Consultant shall collect water quality samples from six existing monitoring wells on a quarterly basis in October 2016 and in January, April and July of 2017. The wells shall be sampled by purging three well volumes from each well prior to collection of the water quality samples. In wells where multiple well screens are present, Hydrosleeves shall be deployed. The samples shall be analyzed for general minerals by a California certified laboratory. Consultant shall upload water quality data will be uploaded to the SRWCB's California Environmental Data Exchange Network (CEDEN) and Groundwater Ambient Monitoring and Assessment (GAMA) Programs.

***Deliverables:*** A technical memorandum describing the water quality sampling methods and results, including trend graphs and related interpretation.

**TASK 3: QUARTERLY PROGRESS REPORTS**

Consultant shall prepare progress reports detailing work completed during reporting period as outlined in Exhibit (F) of the Grant agreement. Progress reports will include sufficient information for DWR program manager to understand and review backup documentation submitted with invoices. This scope assumes the County will submit the reports to DWR. Consultant shall notify the County promptly of any events or proposed changes that could affect the scope, budget or work performance under this agreement.

The Consultant will prepare and provide to the County:

- Draft and final agendas for all project related meetings and provide meeting minutes.
- Draft and final Quarterly Progress Reports for the County to review, update and submit DWR. The reporting period shall not exceed one quarter in length. Consultant shall prepare the Quarterly Reports using the following format and discussing the following, by task:
  - Percent complete estimate;
  - Discussion of work accomplished during the reporting period;
  - Milestones and deliverables completed during the reporting period;
  - Scheduling concerns and issues encountered that may delay completion of the task or impact performance under this agreement;
  - Work anticipated for the next reporting period;
  - Photo documentation as appropriate; and
  - Any schedule or budget modifications approved by DWR during the reporting period.

Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. Consultant shall provide all draft reports to the County in Word format for review and comment. Consultant shall incorporate any comments and provide the County with final copies for their use and release to DWR. Consultant shall provide any additional information requested by the DWR and deemed necessary for approval of the reports.

***Deliverables:***

- Agendas and minutes for all project meetings electronically in Word.
- Draft quarterly progress reports and relevant supporting documentation, electronically in Word format.
- Final progress reports and invoices electronically in PDF format electronically in Word
- One bound hard copy of each Final Progress Report.

**TASK 4 GRANT COMPLETION REPORT**

Consultant shall prepare a Grant Completion Report to meet the requirements of Exhibit F of the Grant Agreement using the following format and discussing the following:

- Project Summary - A project summary including:
  - Actual work completed,
  - any changes or amendments to the project, including a short description of any amendments to the DWR grant agreement, and
  - Discussion of problems that occurred during the work and how those problems were resolved.
- Reports and Other Products - The following items should be provided, unless already submitted as a deliverable:
  - Provide a copy of any final documents, technical reports or studies produced for this project as described in the Scope of Services;
  - Electronic copies of any data collected; and
  - A final project schedule showing actual progress versus planned progress.
- Describe how the completed work will assist in the sustainable management of the County's groundwater resources.
- Costs and Disposition of Funds – A summary of project costs including the following items:
  - Accounting of the cost of project expenditure, include all internal and external costs not previously disclosed; and
  - A discussion of factors that affected the project cost and any deviation from the original project cost estimate.

Consultant shall provide the draft report to the County for review and comment. Consultant shall incorporate any comments and provide the County a final copy for their use and release to DWR. Consultant shall revise the report and provide any additional information requested by the DWR and deemed necessary for approval of the Report.

***Deliverables:***

- Draft Grant Completion Report to the County electronically in Word for review and comment within forty five (45) calendar days of project completion.
- Final Grant Completion Report in PDF format to the County within eighty (80) days of project completion.
- Revised Final Grant Completion Report in PDF that incorporates any comments from the DWR.
- One bound hard copy of the final Grant Completion Report.

**EXHIBIT B**  
**PAYMENT FOR SERVICES RENDERED**

Payment to Consultant shall be made by the County on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1.

Consultant shall submit invoices monthly for work performed. Such invoices shall describe in detail the work and work hours performed, the person(s) performing the work, his/her hourly rate, and the expenses for which reimbursement is claimed. The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task. Hourly time shall be stated in increments of no less than one-quarter (1/4) of an hour. Funds shall not be moved between budget without the express written authorization by the Director of Public Works and Facilities, or his designee.

Provided the work has been satisfactorily performed, County shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement, including additional services, shall not exceed Two Hundred One Thousand Eight Hundred Ninety Six Dollars and no/100 Dollars (\$201,896.00).

**EXHIBIT B-1  
PAYMENT SCHEDULE**

**INDIVIDUAL TASK BUDGETS**

TASK:	COST
1) ADVANCEMENT OF GSA FORMATION	
Subtask 1.1: Land Use Planning Review	\$29,378
Subtask 1.2: Develop a GSA Organizational Structure	\$38,940
2) DATA GATHERING FOR GSP DEVELOPMENT	
Subtask 2.1: Groundwater Extraction Facility Inventory (GEFI) Program	\$79,262
Subtask 2.2: Water Quality Trends	\$35,638
3) PROJECT ADMINISTRATION	\$ 4,950
4) DELIVERABLES TO STATE PROJECT MANAGER	\$13,728
 Total Cost:	 \$201,896

## EXHIBIT B-1

### FEE SCHEDULE

Personnel Category	Hourly Billing Rate
Staff Professional – Grade 1	\$ 104
Staff Professional – Grade 2	\$ 114
Project Professional – Grade 3	\$ 126
Project Professional – Grade 4	\$ 141
Senior Professional – Grade 5	\$ 167
Senior Professional – Grade 6	\$ 190
Senior Professional – Grade 7	\$ 225
Senior Consultant – Grade 8	\$ 253
Senior Consultant – Grade 9	\$ 312
Senior Principal – Grade 10	\$ 312
Senior CADD Drafter and Designer	\$ 126
CADD Drafter / Designer and Senior Technician	\$ 114
Technician, Word Processor, Administrative Staff	\$ 94
Office Aide	\$ 73

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

### OTHER PROJECT COSTS

**Subconsultants, Subcontractors and Other Project Expenses** - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

**Billing Rates for Specialized Technical Computer Programs** – Computer usage for specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

**Field and Laboratory Equipment Billing Rates** – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

**Transportation and Subsistence** - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

## EXHIBIT C

### Proposition 1 SGWP Grant Conditions Required Language for Contract

Consultant understands and acknowledges that partial funding for this Project is through the Department of Water Resources Proposition 1 Sustainable Groundwater Planning Grant and that the following additional conditions as required by the Grant shall apply:

1. **Audits:** All records of the Consultant and subconsultants related to the Project shall be preserved for Audit purposes for at least three (3) years after final payment. County shall have access to such records during normal business hours during such time period.
2. **Conflict of Interest: Employees and Consultants to the County:** Individuals working on behalf of the County may be required by the Department of Water Resources 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.
3. **Drug-Free Workplace Certification: Certification of Compliance:** By signing this contract, Consultant and its subconsultants hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees, consultant and/or subconsultant that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, consultant and/or subconsultant for violations, as required by Government Code § 8355(a)(1).
  - b. Establish a Drug-Free Awareness Program, as required by Government Code § 8355(a)(2) to inform employees, consultant and/or subconsultant about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. County'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, consultant and/or subconsultant for drug abuse violations.
  - c. Provide, as required by Government Code § 8355(a)(3), that every employee, consultant and/or subconsultant who works under this Contract:
    - i. Will receive a copy of the County's drug-free policy statement, and
    - ii. Will agree to abide by terms of County's condition of employment, contract or subcontract.
4. **Indemnification:** Consultants and subconsultants are required to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to the Agreement.
5. **Inspection of Project by State:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to any subcontracts, and Consultant shall include provisions ensuring such access in all its subcontracts entered into pursuant to this Agreement.
6. **Nondiscrimination:**
  - a. During the performance of this Agreement, the Consultant and subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin,

- sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- b. The Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
  - c. The Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12990) and the applicable regulations promulgated thereunder (California Code Regulations, tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
  - d. The Consultant and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
  - e. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure of the Consultant to carry out these requirements and applicable requirements of 40 C.F.R. part 33 is a breach of a material provision of this Agreement which may result in its termination.
7. **Rights in Data:** Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating materials, notes and other written or graphic work produced in the performance of this Agreement shall be made available to the County and the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Government Code § 6250 et seq.). County may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Agreement. County and State shall have the right to use any data described in this paragraph for any public purpose.
8. **Travel:** Consultant agrees that travel and per diem costs shall NOT be eligible for payment under this Agreement. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement.
9. **Workers' Compensation:** Consultant affirms that it is aware of the provisions of §3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and Consultant affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its subconsultants aware of this provision.

## EXHIBIT D

### FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY

To permit the Consultant to render the services required herein, the County shall, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as Project Manager.
2. To meet the DWR grant requirements for the GSA Formation task, the County will work with the GSA partner agencies to:
  - Provide with DWR with resolutions from each agency to adopt the GSA agreement and to choose a lead agency
  - Develop a public notification process
3. County shall provide the Consultant with copies of County well permits between 2007 and 2013 and work with the City of Lincoln to obtain well permits from the City of Lincoln for the same period, if needed.
4. County shall promptly review any and all documents and materials submitted by the Consultant.
5. County shall submit all necessary documents to the State's Project Manager via email and uploaded the DWR's GRanTS system, including submittal of the Grant Completion Report within ninety (90) days of project completion.

All other information, facilities, and equipment required to complete the services described in Exhibit A of this Agreement shall be provided by the Consultant.

**EXHIBIT E  
GENERAL PROVISIONS**

1. **Independent Contractor**. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the County. All persons performing services for the Consultant under this Contract shall be employees of the Consultant and not the County.
2. **Licenses, Permits**. Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
3. **Time**. Consultant shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. **Hold Harmless and Indemnification Agreement**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means the County of Placer, its officers, agents, employees, and volunteers.

**INSURANCE:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

**WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

#### GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
  - (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
  
- B. One of the following forms is required:
  - (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or
  - (3) Commercial General Liability (Claims Made).
  
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - One million dollars (\$1,000,000) each occurrence
  - Two million dollars (\$2,000,000) aggregate
  
- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
  - (1) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) for Products-Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Additional Requirements:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

**6. Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

**7. Assignment/ Subcontracting Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County. Consultant shall not subcontract any portion of the work except as approved in advance and in writing by County or as set forth in Exhibit A, Scope of Services.

**8. Personnel.**

A. Consultant warrants that all personnel assigned by Consultant to perform the services are duly trained and qualified to perform the work. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Consultant to perform services pursuant to this

Agreement, Consultant shall remove and replace any such person immediately upon receiving notice from County.

- B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

**9. Standard of Performance.** Consultant 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 Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

**10. Termination.**

- A. In the event County, in its sole discretion, deems it in the best interests of the public, County shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
  - 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that County may have in law or equity.
- B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the County, and shall provide thirty (30) working days advance written notice to the County of any such intent to terminate.

11. **Non-Discrimination**. Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 *et seq.*

12. **Records**. Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

13. **Ownership of Information**. All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. **Waiver**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. **Conflict of Interest**. Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

16. **Entirety of Agreement**. This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

17. **Governing Law**. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

18. **General Compliance With Laws**. The Consultant shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction. Copies of applicable prevailing wage rates are on file with and available upon request from the Department of Facility Services or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Consultant agrees and acknowledges that the services provided under this Agreement may be subject to DIR Compliance Monitoring Unit requirements, and that further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmu/cmu.html>.

Consultant further agrees to comply with all other related provisions of the California Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime, as such provisions may be amended or modified.. Consultant

agrees and acknowledges that, 1) failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker; 2) failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation; and, 3) failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.

**19. Construction and Interpretation.** It is agreed and acknowledged by the consultant Consultants that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

