

## REQUEST FOR QUALIFICATIONS (RFQ)

### Groundwater Model Development and Simulation

The Sacramento Groundwater Authority (SGA) is seeking a qualified consulting firm with extensive groundwater resources planning and modeling experience for groundwater model development, calibration, and simulations to support development of a Groundwater Sustainability Plan (GSP) for the North American Subbasin (NASb) in portions of Placer, Sacramento, and Sutter counties (see Figure 1). SGA is acting as the contracting agency on behalf of the other four Groundwater Sustainability Agencies (GSAs), which include: the West Placer GSA, the South Sutter Water District GSA, the Reclamation District 1001 GSA, and the Sutter County GSA.

SGA reserves the right to modify the anticipated timeline set forth below. SGA reserves the right to reject any and all submittals, cancel all or part of this RFQ, waive any minor irregularities and to request additional information from proposing firms. This RFQ does not obligate the SGA to award a contract. There is no expressed or implied obligation for the SGA to reimburse responding firms for any expenses incurred in preparing submittals in response to this request.

To be considered, five bound copies of the submittal and one unbound copy must be received by the contact below by **3:00 p.m. on Friday, March 9, 2018**. The SGA reserves the right to reject any or all submittals received after the deadline.

#### General Information

<b>Primary Contact</b>	The primary contact with the SGA will be:  Rob Swartz, Manager of Technical Services 5620 Birdcage Street, Ste 180 Citrus Heights, California, 95610 Voice: (916) 967-7692 Fax: (916) 967-7322 Email: <a href="mailto:rswartz@rwah2o.org">rswartz@rwah2o.org</a>	
<b>RFQ Timeline</b>	February 9, 2018 March 9, 2018  March 12-23, 2018 March 26-30, 2018  April 12, 2018	Distribution of RFQ RFQ filing deadline – must be <b><u>received by SGA by 3:00 p.m.</u></b> SGA review of RFQs Hold for possible interviews of consulting firms SGA Board approves consultant selection

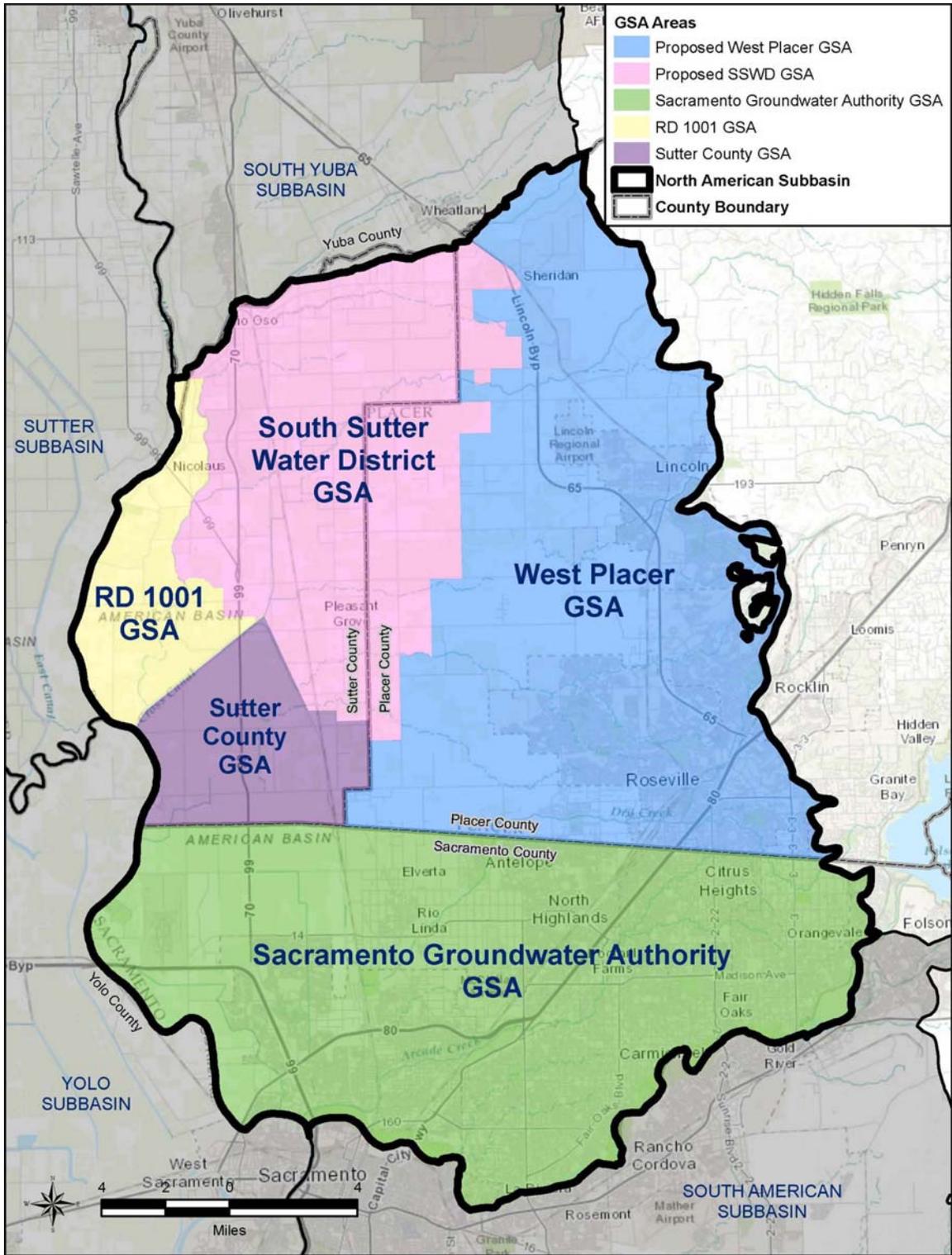


Figure 1. The North American Subbasin and management areas of cooperating Groundwater Sustainability Agencies.

## General Information (continued)

<b>Project Background</b>	<p>The NASb GSAs have determined a significant need to develop a single groundwater model to support development of a GSP. An estimated two-thirds of groundwater extractions in the NASb are from unmetered independent agricultural and domestic pumping. In order to develop a comprehensive budget and evaluate basin conditions under future development and climate scenarios for GSP development, a detailed model will be essential.</p> <p>Historically, the NASb has had three modeling tools. The first was developed for Sacramento County in the early 1990s as part of the Water Forum<sup>1</sup>. This model, currently referred to as the Sacramento Integrated Water Resources Model (SaciIWRM) covers Sacramento County, including the southern one-third of the NASb. SaciIWRM uses the Integrated Groundwater and Surface Water Model (IGSM) modeling code. The northern portion of the NASb has a less refined IGSM application that was developed in the mid-1990s as part of the American River Water Resources Investigation by the United States Bureau of Reclamation. These two applications have been run simultaneously in the past (primarily to obtain boundary conditions), but they are not suitable for the level of simulation required under SGMA. A third regional model was developed by the City of Roseville in 2010 in support of permitting its aquifer storage and recovery program. The model, known as the Sacramento Regional Model (SRM), uses the United States Geological Survey's MODFLOW Code.</p> <p>The NASb GSAs have agreed that the best path forward in managing the basin under a single GSP is to develop a comprehensive model update using the DWR Integrated Water Flow Model (IWFM) Code. The new refined and enhanced model will be on DWR's IWFM-2015 platform, which is publicly available and supported by DWR. While none of the past models is suitable for future management under SGMA, they will be critical sources of initial data as the modeling efforts begins. Additionally, the GSAs expect to utilize information developed by DWR through two upcoming applications of IWFM. DWR will be releasing the C2VSim-Fine Grid (C2VSim-FG) Model in early 2018. DWR is also preparing a separate model to evaluate water transfers and their effects on surface water, known as the Sacramento Valley Simulation (SVSim) Model, which is also expected by early 2018. These DWR applications will also be very helpful sources of information as a model is developed to simulate local conditions and evaluate future outcomes under SGMA in the NASb GSA management areas.</p>
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<sup>1</sup> The Water Forum was a process to develop a plan to sustainably manage the lower American River for both water supply and the environment through the year 2030. The process began in 1993, with the resulting Water Forum Agreement being completed in April 2000.

## Scope of Services

<b>Nature of Services</b>	<p>SGA is seeking consultant support in the following:</p> <p><b><i>Develop Model on the DWR IWFM-2015 Platform</i></b></p> <p>The following work to develop the model on the IWFM-2015 platform should, at a minimum, include:</p> <ol style="list-style-type: none"><li><b>1. Develop Model Grid.</b> A new and unified model finite element grid network will be developed to cover the NASb. Appropriate coordination will be made across the boundary with the South American, Sutter, Yolo and Yuba subbasins with the relevant agencies managing the groundwater basin in each subbasin to address boundary conditions and to coordinate on interbasin flows.</li><li><b>2. Develop Time Series and Spatial Data for the Model.</b> Develop all required time series and spatial input data files for the model. In addition, data will be developed for calibration of the model, including monitoring well locations, well perforation intervals, and other associated data; streamflow gage locations and other associated data; and selected available groundwater level contour maps.</li><li><b>3. Perform Quality Control and Debug Model Data Sets.</b> Problems with data will be debugged to develop a robust, running model.</li></ol> <p><b><i>Calibrate Model with Latest Observed Records</i></b></p> <p>The model will be calibrated for:</p> <ul style="list-style-type: none"><li>• Surface layer processes using the IWFM Irrigation Demand Calculator (IDC)</li><li>• Surface water and groundwater budgets</li><li>• Groundwater levels</li><li>• Streamflow conditions</li></ul> <p>Model calibration targets will be set and calibration tolerance will be established for various components of the model. Upon meeting calibration targets with reasonable range of modeling practice, a sensitivity analysis will be performed to evaluate the sensitivity of the model to the calibrated values; refinements to the model parameters will be made, as needed, based on the results of the sensitivity analysis.</p> <p><b><i>Develop Baseline and Future Conditions</i></b></p> <p>The existing condition and future condition baseline models will be developed. Existing conditions will reflect development and land use as of 2015. Future conditions will rely on planned development mainly reflecting county and local agency General Plans within the NASb.</p> <p><b><i>Conduct Water Management Scenarios</i></b></p> <p>Up to four scenarios will be run to determine the sustainable yield of the basin and to establish effective sustainability indicators under current and</p>
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	<p>future conditions in consideration of future climate projections.</p> <p><b>Conduct Model Stakeholder Outreach</b></p> <p>The work in development, calibration, and application of the model will be conducted in an open and transparent process and a fully collaborative environment with NASb stakeholders. A series of workshops will be planned to get input from stakeholders.</p> <p><b>Prepare Model Report</b></p> <p>A report that documents the model development, calibration, and model scenarios and results will be prepared. The report will be produced in draft form and will be finalized after receiving and addressing comments from the stakeholders.</p> <p><b>Model Project Management and Coordination</b></p> <p>All work associated with the model development, calibration and application will require coordination and management by the modeling contractor. This includes tracking budget, schedule, and progress reports for reporting to the DWR, as well as meetings to coordinate work with GSAs or other consultants supporting GSAs during the period of the project, with the NASb GSAs.</p>
<b>Estimated Budget</b>	The total budget for the proposed work is in the range of \$500,000 over an approximately two-year project timeframe.

## Submittal Requirements

<b>Submittal Requirements</b>	<p>In order to facilitate the comparison of submittals from competing firms and to assist the evaluation team with the review process, firms are requested to organize their submittals in accordance with the following instructions. Please submit <u>five complete bound copies plus one complete unbound copy.</u></p>
<b>Title Page</b>	<p>State the RFQ subject (Groundwater Model Development and Simulation), name of the consulting firm, local address, telephone number and fax number of the proposer's chief contact person, and the date of the proposal.</p>
<b>Table of Contents</b>	<p>The table of contents of the submittal should include a clear and complete identification of the materials submitted by section and page number.</p>
<b>Profile of Firm</b>	<p>Include staffing size of your firm and your firm's client base (i.e. local, regional, statewide, etc.) and the location of the office from which the work will be done and the staffing allocation for that office. Include a statement as to the firm's capability to support the proposed work.</p>
<b>Supervisory and Staff Qualifications and Experience</b>	<p>Identify staff, including managers, supervisors and specialists, who would be assigned to project. Specifically, discuss project staff experience with water resources modeling, particularly with experience that is <u>relevant to the current proposed modeling platform.</u> Clearly identify the project manager and his or her availability to manage the project commencing in April 2018.</p>
<b>Similar Engagements and References</b>	<p>List a minimum of three and a maximum of five recent engagements relevant to the current RFQ. Indicate the scope of work, date, engagement partner(s), total hours, and the name and telephone number of the principal client contact. Maximum of two pages per engagement.</p>
<b>Fee Schedule</b>	<p>For evaluation purposes provide a complete schedule of charges for all staff (or positions) to be assigned to the project. Include all direct expense rates (e.g., copy fees) and explanations of any indirect expenses (e.g., hourly charges associated with phone or FAX usage) or any mark-up charges for direct expenses. The rates should reflect billing rates for the duration of 2018 and any anticipated fee increases in 2019. Note that part of this project will be funded through a grant (see Other Agreement Terms below). <u>Mileage and other travel and per diem expenses are not allowable on this project.</u></p>

## Qualifications Submittal and Evaluation

<p><b>Proper Completion and Submission of RFQ</b></p>	<p>To be considered, each firm submitting qualifications must provide by the due date <u>five complete bound copies of its qualifications plus one complete unbound copy</u> to SGA's principal contact shown above. The SGA reserves the right to reject any or all submittals. <b>Submittals may be mailed or hand delivered to the SGA office, but must be received by SGA by 3:00 p.m. on the due date.</b> Late submissions or delivery via facsimile or e-mail will not be considered.</p>
<p><b>Rights to Submitted Materials</b></p>	<p>The SGA reserves the right to retain all submittals. Submission of qualifications indicates acceptance by the firm of the conditions contained in this request, unless clearly and specifically noted in the submittal and confirmed in the contract between the SGA and the firm selected.</p>
<p><b>Inquiries to RFQ</b></p>	<p>Please first submit any inquiries or clarification concerning the RFQ via email to SGA's principal contact. Answers to inquiries will be returned via email. Answers to any inquiries that are of a general nature will also be distributed to other firms that were sent this RFQ.</p>
<p><b>Evaluation of RFQ</b></p>	<p>Submittals will be considered by a team of representatives from the NASb GSAs. Submittals will be evaluated on a combination of factors that will be assigned point values up to the total amounts indicated in the following criteria: the firm profile (10 points), qualifications of staff (25 points), past relevant experience (25 points), and consulting firm fee schedules (20 points). There is a maximum possible score of 80 points. The criteria are further described in the "Submittal Requirements" section above.</p> <p>In the event the review team is not able to make a consensus decision on consultant selection, interviews may be conducted to assist in final selections. These interviews have been identified as occurring the week of March 26-30 in the RFQ Timeline section above.</p> <p>During the evaluation process, we reserve the right, where it may serve the best interest of the NASb GSAs, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.</p>

## Additional Contracting Information

<p><b>Award of Contract</b></p>	<p>SGA's approval of the selection of consulting support will be completed by April 12, 2018. Following notification of the selected firm(s), it is expected that a contract will be executed between SGA and the selected firm(s) by April 30, 2018.</p>
<p><b>Subcontracting</b></p>	<p>If a proposer intends to subcontract any of the work, that fact, the name of the proposed subcontracting firm(s), and the work to be performed by each subcontractor must be clearly identified in the submittal. All subcontractors will be subject to the same confidentiality and security measures as described above.</p>
<p><b>Insurance</b></p>	<p>The selected consulting firm will maintain in full force and effect throughout the term of the services contract the following insurance coverage:</p> <p>A. Comprehensive General Liability Insurance coverage at least as broad as ISO CG00 01.</p> <p>B. Automotive Liability Insurance coverage at least as broad as ISO CA00 01 (hired or non-owned).</p> <p>C. Workers' Compensation Insurance coverage at the statutory limits, covering its employees used in performance of this Agreement. The consultant also will require any approved sub-contractors that perform services for SGA to also provide Workers' Compensation Insurance covering such sub-contractor's employees.</p> <p>D. Professional Liability Insurance.</p> <p>Coverage amounts are identified in the latest version of the SGA Master Services Agreement in <b>Attachment A</b> of this RFQ. If requested by SGA, all proposers will promptly submit to SGA evidence of insurance coverage.</p>
<p><b>Other Agreement Terms</b></p>	<ol style="list-style-type: none"> <li>1. Proposers are strongly recommended to review the standard SGA Master Services Agreement in <b>Attachment A</b> of this RFQ for additional requirements of SGA contractors.</li> <li>2. Because this project is partially funded through a Sustainable Groundwater Planning Grant awarded through the California Department of Water Resources, work under this RFQ is subject to authorization of funding from the State. Additionally, specific grant requirements apply to contractors performing work on this project. Proposers should review the provisions identified in <b>Attachment B</b> of this RFQ.</li> </ol>

## Attachment A – Draft Master Services Agreement

### SACRAMENTO GROUNDWATER AUTHORITY CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_, by and between the Sacramento Groundwater Authority, a California joint exercise of powers authority ("SGA"), and [consulting firm name], a [type of entity] ("Consultant"), concerning [briefly describe project and services to be provided] (the "Services").

#### **RECITALS:**

- A. SGA has [SGA to insert purpose language here];
- B. Consultant was selected by SGA to provide the Services on the basis of its qualifications, experience, and facilities for performing the work contemplated; and
- C. Consultant, by reason of its qualifications, experience and facilities for performing the type of work contemplated herein, has proposed to provide the Services; and
- D. SGA desires to engage Consultant to perform the Services;

#### **AGREEMENT:**

##### **1. RETENTION OF CONSULTANT**

SGA hereby retains Consultant for performance of the Services, and Consultant hereby accepts such retention at the compensation described herein.

##### **2. SCOPE OF SERVICES**

The scope of the Services to be provided by Consultant under this Agreement, the schedule for performance and the compensation to be paid to Consultant will be set forth in written task orders ("Task Orders") agreed to in writing from time to time by SGA and Consultant. Consultant agrees to perform all services described in Task Orders to this Agreement for the compensation set forth therein. The services of the Task Order are severable, and not all of them may be required by SGA. Consultant will initiate Task Order items only with written authorization of SGA. The actual cost of each Task Order item may vary from the cost estimates set forth in the Task Order, and funds allocated for one item may be shifted to one or more other items under the Task Order, but within the Not-To-Exceed-Budget Amount for the Task Order. The scope of services, schedule for performance and compensation to be paid to Consultant under a Task Order can be revised if approved in writing by SGA and Consultant.

##### **3. SCHEDULE**

Consultant will perform the services in Task Orders in accordance with a schedule that is set forth in the Task Order or otherwise agreed to in writing by SGA and Consultant.

##### **4. COMPENSATION AND NOT-TO-EXCEED-BUDGET AMOUNT**

The compensation paid to Consultant will be based on Consultant's time and material necessarily and actually expended in performing and completing the Task Order on a time and expense basis

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not to exceed the budget amount (“Not-To-Exceed-Budget Amount”) specified in a Task Order, at Consultant’s hourly rates set forth in the Task Order. Total compensation, including fees, expenses, and profit for services rendered by Consultant under a Task Order will not exceed the Not-To-Exceed-Budget Amount specified in the Task Order unless approved in writing by SGA. Consultant will identify in a Task Order the primary personnel to be assigned to perform the services under the Task Order. SGA will not be obligated to make a payment to Consultant under a Task Order in an amount greater than the Not-To-Exceed-Budget Amount for any additional services, unless such services and corresponding payment therefor have been agreed to in writing by SGA.

### **5. INVOICES, PAYMENTS, AND NOTICES**

A. Consultant will submit periodic invoices to SGA for the services actually rendered during the preceding period. Invoices will be in sufficient detail to describe the services performed and expenses incurred. SGA may require reasonable documentation to support invoiced amounts. Consultant’s failure to furnish such supporting documentation will relieve SGA of the duty to make payment for the services unless and until such documentation is furnished. Consultant will submit invoices to SGA for work completed on all outstanding Task Orders, and SGA will approve the invoices. In cases where Task Order funding is provided by state or federal funds, SGA will forward all undisputed invoices to the appropriate state or federal agency for reimbursement. SGA will remit payment on said invoices within ten (10) days following the date on which SGA receives payment from the state or federal agency for those invoices. In cases where Task Order funding is provided directly through SGA funds, SGA will pay, within thirty (30) days of receipt and approval, all undisputed invoices. The source of funds will be clearly indicated on each new Task Order. The parties agree to exercise good faith and diligence in the resolution of any disputed invoiced amounts. If any amounts due Consultant under this Agreement are not paid within ninety days from the due date, Consultant will not be obligated to perform further services under this Agreement until all payments due Consultant for work performed have been paid.

B. Any invoice, payment, notice, demand, request, consent, approval or notification of change of address that either party hereto may or is required to give the other will be in writing and signed for each party by an authorized officer. All such notices will be deemed to have been received on the date of delivery if either personally delivered, sent by electronic mail, or sent by recognized overnight courier service or three days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States post office for first-class delivery. Unless and until notified in writing as provided in this paragraph, all notices will be addressed as follows:

TO SGA:

[Name]

Executive Director

Sacramento Groundwater Authority

5620 Birdcage Street, Suite 180

Citrus Heights, CA 95610-7632

TO CONSULTANT:

[*contact information for consultant here*]

## **Attachment A – Draft Master Services Agreement**

### **6. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless SGA, its directors, officials, officers and employees from and against any and all suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, causes of action, damages, liabilities, interest, attorney’s fees, fines, penalties, losses, costs and expenses regardless of nature or type (“claims” or “claim”), arising out of, pertaining to or in any way connected with the negligence, recklessness or willful misconduct of Consultant or arising out of or in any way related to the negligence, recklessness or willful misconduct of Consultant’s employees, agents, or subcontractors or the agent, employee or subcontractors of any one of them in the performance of their duties or in their operations under this Agreement. The provisions of this section survive the completion of the services under or the termination of this Agreement. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligations of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

### **7. GENERAL INSURANCE**

Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
General liability	\$2,000,000 per occurrence	at least as broad as ISO CG00 01
Automobile liability	\$2,000,000 per occurrence	at least as broad as ISO CA00 01 (hired or non-owned)
Workers' compensation	Statutory limits	

The general and automobile policy(ies) shall be endorsed to name the SGA, its directors, officers, officials, employees and volunteers as additional insureds regarding liability arising out of the performance of the Work or the services rendered under this Agreement. Consultant shall provide SGA with ISO CG 2010 endorsement form or equivalent. The coverage shall contain no special limitations on the scope of protection afforded to SGA, its directors, officers, officials, employees or volunteers. Consultant's coverage shall be primary and shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. SGA's insurance, if any, shall be excess and shall not contribute with Consultant's insurance. The workers' compensation policy shall be endorsed to include a waiver of subrogation against SGA, its directors, officials, officers and employees.

The insurance is to be placed with insurers licensed to do business by and in good standing with the California Department of Insurance, with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to SGA. Prior to commencing the services provided for herein, Consultant shall provide to SGA original endorsements evidencing this insurance signed by a person authorized to bind coverage on behalf of the insurer(s). The certificates and policies shall provide that 30 days' written notice of any material change, reduction of coverage or cancellation of the insurance policies will be provided to SGA. The requirements as to the types, limits, and

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SGA's approval of insurance coverage to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Consultant shall notify SGA prior to making such changes.

### **8. ERRORS AND OMISSIONS INSURANCE**

Consultant shall have such errors and omissions insurance for the benefit of SGA as shall protect SGA, its officers, officials, directors, employees, agents and volunteers from claims based on alleged errors or negligent acts or omissions which may arise from the Services or Consultant's operations or performance under this Agreement, whether any such claim is made during or subsequent to the term of this Agreement, and whether such operations or performance be by Consultant or its employees, consultants, agents or anyone else employed by any of the foregoing. The amount of this insurance shall not be less than \$1,000,000. Said policy shall be continued in full force and effect during the term of this Agreement and for a period of five years following the completion of the Work. In the event of termination of said policy, new coverage shall be obtained for the required period to insure for the prior acts of Consultant during the course of performing services under the terms of this Agreement. Consultant shall provide to SGA a certificate of insurance on a form acceptable to SGA indicating the deductible or self-retention amounts and the expiration date of said policy, and shall provide renewal certificates within 10 days after expiration of each policy term. The insurance is to be placed with insurers licensed to do business by and in good standing with the California Department of Insurance, with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to SGA.

### **9. INDEPENDENT CONTRACTOR**

A. It is expressly understood and agreed by the parties that Consultant's relationship to SGA is that of an independent contractor. All persons hired by Consultant and performing the Services will be exclusively Consultant's employees, subcontractors and agents. SGA will not be obligated in any way to pay any wages, benefits or other claims by any such employees, subcontractors or agents or any other person by reason of this Agreement. Consultant shall be solely liable to such employees, subcontractors and agents for losses, costs, damages, or injuries by said employees, subcontractors or agents during the course of the Services. SGA will not be required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement.

B. It is further understood and agreed by SGA and Consultant that, subject to the provisions of this Agreement, Consultant, in the performance of its obligation hereunder, is subject to the control or direction of SGA as to the designation of tasks to be performed and the results to be accomplished by the Services, but that SGA is not responsible for directing the means, methods, or sequence used by Consultant for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons will be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, will be determined by Consultant.

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D. It is further understood and agreed that Consultant must issue W-2 and 941 Forms for income and employment tax purposes for all of Consultant's employees, subcontractors and agents under the terms and conditions of this Agreement.

### **10. PROFESSIONAL SERVICES**

A. Consultant agrees that the Services will be performed and completed in a professional manner as diligently and expeditiously as possible. All Services will be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any sub-contractors are engaged. Consultant will not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of SGA without the prior written consent of SGA. SGA representatives will, with reasonable notice, have access to Consultant's work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

B. Consultant will perform each Task Order in compliance with all applicable federal, state and local laws and regulations, including applicable State Department of Industrial Relations regulations. Consultant will possess and maintain all permits, licenses and certificates that may be required for it to perform the work.

### **11. RESPONSIBILITY OF SGA**

SGA will furnish to Consultant information and documents as may be reasonably required for Consultant to perform the Service or any Task Order thereunder. SGA will review all documents submitted by Consultant and render decisions pertaining thereto, as promptly as is reasonable under the circumstances at the time, in order to avoid unreasonable delay in Consultant's performance under this Agreement.

### **12. RESPONSIBILITY OF THE CONSULTANT**

A. Consultant will produce work of a high quality for review by SGA. SGA will review Consultant's Task Order work that is prepared for publication for public dissemination for completeness, accuracy and compliance with the Task Order. If the work is found acceptable, SGA will so indicate in writing. SGA's approval will indicate its acceptance of all aspects of the material prepared for issuance to the public. Any SGA approval or failure to approve under this section will not affect Consultant's indemnification obligations.

B. Consultant will coordinate the activities of any subcontractors and will be responsible to ensure that all work and deliverables interface with the other applicable work and deliverables to produce a unified, workable and acceptable product.

### **13. AUTHORITY OF CONSULTANT**

Consultant is retained to provide the Services and the specific Task Orders executed under this Agreement. SGA is responsible for and will make all policy and governmental decisions related to performance of a Task Order by Consultant. In so doing, Consultant will abide by position statements furnished to Consultant by SGA. Consultant is not an agent of SGA and shall have no authority to bind or otherwise act on behalf of SGA.

### **14. CONSULTANT'S RECORDS**

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During the entire term of this Agreement, and for not less than three years thereafter, Consultant will maintain all of its records pertaining to performance of each Task Order under this Agreement relating to time and materials, including records of all reimbursable expenses incurred in connection therewith, which will be maintained in accordance with generally-accepted professional accounting principles consistently applied. Consultant will make such records available upon request by SGA or SGA's authorized representative for purposes of examination, audit or copying.

### **15. PUBLICATION OF DOCUMENTS AND DATA**

Consultant will not publish, or disclose to any third party, documents or data provided to or developed by Consultant in the performance of the Services without the prior written approval of SGA. Submission or distribution to meet official regulatory requirements or for purposes authorized by this Agreement, will not be construed as publication in violation of SGA's rights.

### **16. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, reports, documents, images, photo ready copy, electronic media, or other work products of Consultant provided to SGA will become the exclusive property of SGA and will be delivered to SGA upon completion of the services authorized hereunder. Consultant may retain copies of its work products for its files and internal use. By this Agreement, Consultant transfers all of its right, title and interest in such documents to SGA. To the extent any document provided to SGA constitutes a copyrightable work, it shall be considered a work for hire and by this Agreement, Consultant shall be deemed to transfer all rights, title and interest in the copyrightable work to SGA, including the exclusive copyright. Consultant shall not provide any documents prepared under this Agreement to any other person without SGA's prior written approval. SGA may make such use of any item prepared by Consultant as it deems fit, including copying, reproducing, republishing and distributing such items without compensation to Consultant, but also without liability of Consultant for damages that may arise from the use of such items outside the scope of this Agreement.

### **17. PROJECT CONTACTS**

Key contacts for the work to be performed under this Agreement will be as follows:

SGA: [Name]

CONSULTANT: [consultant contact name here]

### **18. ASSIGNMENT AND SUBCONTRACTING**

Consultant's obligations authorized under this Agreement are not assignable or transferable, and Consultant agrees not to subcontract any work authorized hereunder, beyond that indicated in a Task Order, without the prior written approval of SGA. It is recognized, however, that Consultant may obtain services from suppliers such as printers, graphic designers, writers and other like entities without requiring such approval.

### **19. CONFLICT OF INTEREST**

Consultant certifies that it has disclosed to SGA any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.

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Consultant hereby agrees to advise SGA of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. SGA reserves the right to require Consultant to submit a financial disclosure statement at the request of the SGA.

### **20. EMPLOYMENT PRACTICES**

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, gender, disability or marital status in its employment practices.

### **21. TERMINATION**

This Agreement may be terminated at any time by either part upon ten days' advance written notice to the other party. In the event of any termination of this Agreement by either party:

A. Consultant will immediately cease rendering services pursuant to this Agreement;

B. Consultant will deliver to SGA copies of all writings prepared pursuant to this Agreement designed or intended for dissemination to the public, including preliminary drafts thereof. The term "writings" will be construed to mean and include: handwriting, typewriting, printing, photocopying, photography, storage in electronic media 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; and

C. SGA will reimburse Consultant for services performed through the effective termination date at time and expense rates stated in the applicable Task Order. Compensation under this paragraph shall not include costs related to lost profit associated with the expected completion of the Services or other such payments relating to the benefit of the bargain.

### **22. TERM OF AGREEMENT**

This Agreement will be effective as of the date executed and approved by all parties and will continue in effect until the Services provided for in this Agreement have been fully performed unless otherwise terminated as set forth in section 21 (Termination of this Agreement).

### **23. SUBCONTRACTORS**

No subcontract shall be awarded nor any outside consultant engaged by Consultant without SGA's prior written approval. Any approved subcontractor shall be covered by Consultant's insurance in accordance with the insurance requirements of sections 7 and 8 of this Agreement or such subcontractor services will be subject to a separate agreement between SGA and the subcontractor.

### **24. ENTIRE AGREEMENT**

This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notice to proceed issued in accordance with the terms hereof, constitute the entire Agreement and understanding between the SGA and the Consultant as to the subject matter contained herein. No modification to this Agreement will be effective unless and until such modification is evidenced by a writing signed by both SGA and Consultant. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this Agreement.

**Attachment A – Draft Master Services Agreement**

**25. ATTORNEY'S FEES.**

In the event that any arbitration, litigation or other action or proceeding of any nature between SGA and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement or because of an alleged breach by either party of any of the terms of this Agreement, it is mutually agreed that the losing or defaulting party shall pay the prevailing party's reasonable attorney's fees, expert witness fees and costs, and litigation costs and expenses incurred in connection with the prosecution or defense of such action or proceeding.

**26. INTERPRETATION.**

SGA and Consultant each had the opportunity to consult independent counsel in the negotiation and execution of this Agreement. For the purposes of interpretation of this Agreement, neither party will be deemed to have been its drafter.

**27. GOVERNING LAW.**

This Agreement will be governed by and construed in accordance with the laws of the State of California, and any action brought on this Agreement shall be filed and prosecuted to final judgment in Sacramento County.

**28. NO WAIVER OF RIGHTS.**

Any waiver at any time by either SGA or Consultant of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

**29. LICENSING.** *[Used only if Consultant is required to hold a state-issued professional license]*

Consultant represents that it is licensed by the California *[name licensing board]*, and that Consultant's license is in good standing and will be kept in good standing during the term of this Agreement.

The foregoing is hereby approved by the parties and executed on the date first written above.

Sacramento Groundwater Authority		[firm name here]
By		By
[Name]		[signatory for firm name here]
Date		Date

## Attachment B – Draft DWR Funding Agreement Provisions

### Excerpts from Draft DWR Funding Agreement (STANDARD CONDITIONS) Relevant to Contractors.

**DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
  - i) The dangers of drug abuse in the workplace,
  - ii) Grantee's policy of maintaining a drug-free workplace,
  - iii) Any available counseling, rehabilitation, and employee assistance programs, and
  - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
  - i) Will receive a copy of Grantee's drug-free policy statement, and
  - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

**INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

**NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, §

## **Attachment B – Draft DWR Funding Agreement Provisions**

11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

**TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds and shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.