



## **REQUEST FOR PROPOSALS**

### **INVITATION TO SUBMIT PROPOSAL FOR PASO ROBLES SUB-BASIN GROUNDWATER SUSTAINABILITY PLAN DEVELOPMENT**

The City of Paso Robles invites qualification statements and competitive proposals to provide professional engineering/hydrogeology consulting services for the Paso Robles Sub-basin for development of a Groundwater Sustainability Plan (GSP). The selected Consultant shall provide all engineering/hydrogeology and related services required for this project under the supervision of the City of Paso Robles through coordination with the GSA partners.

All proposals must be received no later than **4 p.m. on December 4, 2017**, at the Public Works Department, City Hall, 1000 Spring Street, Paso Robles. Late proposals will be returned unopened.

## **I. SUBMITTAL DATA**

**Twelve (12) copies of all proposals must be received by mail, recognized carrier or hand delivered, no later than 4 p.m. on December 4, 2017, at the Public Works Department, City Hall, 1000 Spring Street, Paso Robles. Late proposals will be returned unopened.**

Please note on the envelope “Proposal to provide professional engineering/hydrogeology consulting services for the Paso Robles Sub-basin for development of a Groundwater Sustainability Plan (GSP)”

Costs of the preparation of the proposals will be borne by proposer.

This request does not constitute an offer of employment or a contract for services.

The City may cancel this solicitation at any time without obligation to any person or firm.

All proposals will become the property of the City of Paso Robles.

Any proprietary information contained in the proposal should be clearly identified and may be subject to disclosure pursuant to the California Public Records Act (See Section IX).

All proposals shall comply with current federal, state, and other laws relative thereto.

The contract shall be made in the form adopted by the City of Paso Robles (Section VII).

**All questions and correspondence should be directed to the City’s project manager:**

Dick McKinley, Public Works Director  
City of Paso Robles - City Hall  
1000 Spring Street  
Paso Robles, CA 93446  
805-237-3861  
e-mail: dmckinley@prcity.com

Any proposer seeking clarification of information contained in this Request for Proposals may submit written questions as directed below prior to November 20, 2017. Questions received after this date will not receive a response.

**The City will not hold a pre-proposal conference.**

## **II. INTRODUCTION**

The City of El Paso de Robles invites qualification statements and competitive proposals to provide professional engineering/hydrogeology consulting services for the Paso Robles Sub-basin for development of a Groundwater Sustainability Plan (GSP).

The objective is to select a Consultant familiar with the Sustainable Groundwater Management Act, and who can work with a group of GSAs with disparate interests to successfully develop a GSP. Consultant must have the capability to apply that knowledge to the administration of the GSP development.

The City will act as the lead contracting Agency representing the five (5) GSAs in the San Luis Obispo County portion of the Paso Robles Groundwater Basin. The following GSAs have created and signed an MOA to cooperatively create a single GSP: the City of Paso Robles, the County of San Luis Obispo,

San Miguel Community Service District, Heritage Ranch Community Service District and the Shandon-San Juan Water District. By the end of the year it is likely that the Estrella El Pomar Creston Water District will form and become a GSA who will join the Group. The Monterey County portion of the Basin is represented by the Salinas Valley GSA/JPA. The exact form of coordination with them has yet to be determined, however, it will be required as a part of the GSP development.

### **III. REQUIRED PROPOSAL FORMAT**

**A qualifying proposal must address all of the following points and may not exceed 30 pages:**

1. Cover Letter/Introduction (where the term “firm” is used it may apply to a single firm or a team of firms making the proposal)
  - Discuss your firm’s major focus (administration, law, engineering, hydrogeology, etc.).
  - Describe your firm’s ownership structure, including information with respect to financial resources/stability and length of time in business.
  - Present your understanding, in non-technical language, of the project, the services requested, and your firm’s proposal for meeting the City’s and the GSAs’ needs.
  - The cover letter shall be signed by an individual authorized to bind the firm and shall contain a statement that the proposal is valid for ninety (90) days.
  - Name, address, telephone number and email address for a person the City may contact for further information or to schedule an interview, at the City’s and the GSA’s discretion.
2. Qualifications
  - Describe your firm’s experience with respect to EACH requested discipline. Include discussion of unique qualifications that set your firm apart from others.
  - Describe your firm’s technology, capabilities, and innovations in GSP development, hydrogeology, geology, engineering, etc.
  - Outline in detail any other recommended services or activities that your firm can provide to meet and support the GSP development.
3. Staffing
  - Identify the individuals proposed for the client team. At a minimum, the proposal should name the project team. Provide a resume or statement of qualifications and references from at least two previous projects for each person.
  - Include alternates for individuals proposed for key positions.
  - Describe tasks for which each person would be responsible.
  - Identify any subcontractors and tasks for which they would be responsible. Provide information required under “Qualifications,” above, for each subcontractor.

#### 4. Fee Proposal

- Provide a fee proposal covering all required services and a second fee proposal covering all required services plus any proposed additional services or tasks.
- Provide an overall breakdown of cost estimates for each service your firm would provide under this program.
- Itemize your firm's fee schedule. Identify follow-up consultation and services available after completion of the GSP development (all such services are optional and not part of the base proposal).
- Include hourly rates and rates for additional services, if different.
- Include an estimate of monthly reimbursable expenses for the duration of the project.

#### 5. Contract Terms

- The contract does not have a formal defined term, but the GSP must be completed in all respects by September 4, 2019.
- Describe any exceptions to the Scope of Services of the Professional Services Agreement (attached). Proposers will be deemed to have accepted all terms and conditions other than those addressed in the proposal.

#### 6. References

- Provide a minimum of five (5) references for similar services performed for local government agency clients within the last three (3) years.
- Include:
  - Client name
  - Project description
  - Service dates (starting and ending)
  - Client project manager name, telephone number and email address

#### 7. Disclosures

- Proposers must include a complete disclosure of any litigation, arbitration or claims proceedings which presently involve the Proposer or in which the Proposer has been involved in the past five (5) years.

### **IV. EVALUATION CRITERIA AND SELECTION PROCESS**

Award will NOT be made on price alone but on all the factors noted in this RFP.

Award will be made on the basis of demonstrated competence and the professional qualifications necessary to perform the services required at a fair and reasonable cost after consideration of all evaluation criteria set forth below. Criteria are not listed in any order of priority or preference. A

consultant will be chosen upon review of the proposals by a committee comprised of representatives from the GSA partners ("Committee"). The Committee's recommendations will be presented to City staff and then to the City Council for final selection and award of contract. The City will not issue a notice to proceed until the Committee has confirmed the consultant and related contract. (A1)

The Committee will evaluate all proposals received in accordance with the evaluation criteria. The City and Committee reserve the right to weight the criteria depending upon importance at their discretion. The City shall not be obligated to accept the lowest priced proposal, but will make an award in what it determines to be the best interests of the City and GSA partners after all factors have been evaluated.

The Committee will evaluate the proposals based on the following criteria:

1. Responsiveness to Request for Proposal
2. Project Approach
3. Firm's record of providing successful completion of similar projects
4. Qualifications of personnel proposed for the project
5. Exceptions to Scope of Services and/or Professional Services Agreement
6. Cost, including fees and reimbursables

The City and Committee may conduct interviews as part of the selection process. If scheduled, the oral interview will be a question and answer format for the purpose of clarifying the intent of any portions of the proposal. The individual(s) who would be directly responsible for carrying out the contract should participate in the oral interview.

The City and Committee reserve the right to contact and evaluate the Proposers' references, contact any Proposer to clarify any response, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information the City and Committee deem pertinent to the evaluation process.

The City and Committee reserve the right to reject any or all proposals, waive any inconsequential deviations from the proposal requirements, and to negotiate modifications or acceptance of all or a part of a proposal. This would include possible changes to the scope of work as the City and Committee identify other applicable needs for technical assistance. Other terms and conditions can be negotiated at the time of selection and will be subject to approval of appropriate City officials and the Committee.

The City and Committee reserve the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP. Issuance of this RFP and receipt of proposals does not commit the City or GSA partners to award a contract. City and Committee expressly reserve the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

Proposer understands and acknowledges that the representations made in proposals are material and will be relied on by the City and GSA partners in evaluation of the proposal.

## **V. PROJECT OBJECTIVES**

The Consultant selected will ensure professional engineering/hydrogeologic and related services for the Paso Robles groundwater sub-basin and all work product produced pursuant to such services comply with all applicable federal, state, and local laws and regulations.

## **VI. SCOPE OF SERVICES REQUIRED**

### **Background and Objectives**

The Paso Robles Area Sub-basin 3-004.06 (a sub-basin of the Salinas Valley Groundwater Basin 3-004) has been determined to be in a state of critical overdraft, so a GSP must be completed and submitted to the State Department of Water Resources (DWR) no later than January 31, 2020, which means that the GSP must be fully drafted by September 4, 2019 in order to allow 90 days prior to submittal for comments and amendments.

Local agencies have chosen to create their own GSAs, and to work together by MOA to create one consolidated GSP for the San Luis Obispo county portion of the Paso Robles Basin, with one main body of the plan, and individual appendices for the individual details of the specific plan for each GSA. The mechanism by which coordination with Salinas Valley Basin GSA for that portion of the basin in Monterey County occurs has yet to be determined. The consultant (or consultant team) will work contractually for the City of Paso Robles, but will be serving all of the GSAs collectively and individually. The agencies include the City of Paso Robles (City), Heritage Ranch Community Services District (HRCSD), San Miguel Community Services District (SMCSD), Shandon-San Juan Water District (SSJWD), and the County of San Luis Obispo (County). The Estrella-El Pomar-Creston Water District (EPCWD) is forming and is anticipated to join this effort (with language to that effect already included in the adopted MOA). These five (potentially six) agencies make up the group that is referred to as the GSAs or the GSA partners.

SGMA and the GSP regulations provide directions on how to prepare a GSP, with additional guidance provided by DWR through BMP and Guidance Documents, including the GSP Annotated Outline. There is no shortage of information on how to prepare a GSP that meets the SGMA requirements. This RFP seeks proposals that will meet the SGMA requirements in a way that is tailored for the local community, the groundwater basin, and the five (potentially) six GSAs. The consultant or consultant team will be required to have knowledge of all of the requirements and to prepare a GSP that meets all such requirements, without relying on this Scope to detail every part of every requirement. Further, there is a significant amount of analysis, study and modeling that has been completed for this basin, but there are likely many data gaps that will need to be filled to complete this assignment. The GSAs are looking for a GSP that meets the requirements, but which does not need to exceed the requirements in a significant way (i.e. a passing grade but not necessarily an A+). There is an existing modeling tool that has been developed (numeric surface water – groundwater modeling tool), known as the Paso Robles Groundwater Basin Model, which has been updated and is not expected to need significant additional updating for the purposes of the GSP preparation. The GSAs, and many in the community, have been working on the groundwater basin issues for several years and are very familiar with the issues. This GSP should be developed such that:

1. it incorporates all existing studies, models, tools and other existing data and planning to the greatest extent practicable
2. it develops a complete/comprehensive understanding of the basin and basin history, and communicates that effectively to DWR through the GSP
3. it works through the SGMA sustainability criteria in a way that is specifically tied to this basin, as opposed to a generic evaluation
4. it explains and evaluates management actions in a clear and organized manner

5. it provides plans for implementing and reporting (this must be a workable plan, not a theoretical plan) and,
6. Must comply with all SGMA GSP regulations in such a way that the GSAs can reliably move forward and achieve sustainability in the basin.

### **Detailed Scope**

**Following is not necessarily an exhaustive list of what is required to be included in the GSP and the successful consultant is responsible to prepare a GSP that meets the requirement of 23 California Code of Regulations, sections 350 through 358.6 (“regs (A2)”) and the Sustainable Groundwater Management Act (Water Code Section 10720 et seq.)(A3) as well as subsequent amendments or requirements set forth by the DWR within the GSP development timeframe.**

#### **A. COMPILE AND ORGANIZE DATA**

This step is not specifically defined in the GSP regulations, but makes sense for starting a GSP process, particularly in the Paso Robles Groundwater Basin where much data are available. Substantial groundwater and surface water data have been collected in the Basin for decades. Data have been collected by local agencies for local agency-specific objectives and have been compiled and reviewed for basin-wide efforts such as the Paso Robles Groundwater Basin Study (Phases I and II, 2002 and 2005), the 2011 Groundwater Management Plan (GMP) and the 2015 Salt/Nutrient Management Plan (SNMP). DWR, the County, and other agencies have GIS with areal information (e.g., soils, topography, land use, jurisdictional boundaries).

While data have been compiled and organized for other recent plans, this task includes update and checking of datasets and organization into a systematic project database to support hydrogeologic analyses, numerical modeling, and evaluation of sustainability indicators. Data collection needs to encompass basin boundaries as defined by DWR for the Basin within San Luis Obispo and Monterey County.

The Paso Robles Basin should be considered as a unified whole as described in the California DWR Bulletin 118 Interim Update of 2016 (including the Monterey County portion, which will be achieved with a coordination agreement).

This task organizes, updates and expands existing databases including but not limited to:

- Climatic and hydrologic information (e.g., rainfall amounts, ET, surface water flows)
- Soils, topography, geology
- Land use mapping
- Water supply sources, deliveries
- Hydrogeologic data: geologic logs, pumping test information
- Well locations
- Groundwater users, uses, and measured and estimated pumping
- Groundwater levels
- Water quality data.
- Aquifers and aquitards

For this discussion, organization of a monitoring program for the GSP and development of a Data Management System (DMS) are addressed later; this allows consideration of sustainability indicators and their monitoring needs.

This task also compiles necessary references, including published literature (e.g., vineyard water demands), local agency studies (e.g., water recycling), and planning documents such as

the GMP and General Plans. A list of technical studies and references should be maintained throughout GSP preparation. Referenced materials that are not generally available to the public would be compiled electronically for submittal to DWR as identified in **Reg. § 354.4**.

#### **B. DEVELOP INTRODUCTORY AND ADMINISTRATIVE INFORMATION**

This step would fulfill requirements of the GSP regulations primarily contained in **Reg. § 354.2–§ 354.6**. Working with the local agencies, the purpose and goal of the GSP is developed and stated in the Plan. This task includes documentation in introductory sections of the GSAs, their respective legal authorities, and the organization and management structure through which the GSAs will prepare the GSP, including the 2017 Memorandum of Agreement.

A key task for the GSAs is to provide an estimate of the costs to implement the GSP and how the GSAs plan to meet those costs. This likely will be done later, after the GSP has developed, and then summarized in the introductory/administrative sections.

#### **C. DESCRIBE THE PLAN AREA**

This task addresses the GSP regulations as contained in **Reg. § 354.8** and sets the stage for collaboration among agencies, including GSAs and other jurisdictions. This task also addresses requirements for Notice and Communication with stakeholders (**Reg. § 354.10**), which DWR indicates should be addressed early in the process and summarized up front in the Plan Area section of the GSP document. Nonetheless, the work would be incorporated in the overall outreach/stakeholder involvement plan.

### **Description of the Plan Area**

The Plan Area is the San Luis Obispo County portion of the Paso Robles Groundwater Basin. This step provides the institutional framework for the GSP. It develops maps of the Plan Area, plus the Monterey County portion of the Basin and all adjacent groundwater basins. This task provides a description of the Plan Area that would be summarized in the Plan Area section of the GSP.

This task would identify the state, federal, and local agencies in the Plan Area and describe the authority of each relating to water resources and land use. Using GIS, maps of the Plan Area would be developed and used to summarize information on jurisdictions, water purveyor service areas, wells in the Plan Area, and existing land use designations, etc., as detailed in **Reg. § 354.8 a, b**.

A key task is identifying existing monitoring and management programs (per **Reg. § 354.8 c, d, e**) and providing a *preliminary* description of how such programs may be incorporated into the GSP, including preliminary evaluation of monitoring networks, data gaps and monitoring protocols and standards. The GSAs should consider how they will conduct coordinated monitoring in the future. Note that the monitoring programs would be evaluated later in terms of incorporating ongoing monitoring program data or locations into the GSP Monitoring Network. Compilation of data and information must adhere to applicable standards for data, reporting, monitoring, and GIS, when applicable (**Reg. § 352**).

This task also summarizes General Plans, specific plans, and other planning documents affecting land use and water use (**Reg. § 354.8 f**). This is mostly summarizing, but requires some careful consideration about the following: 1) how the land use plans could affect the ability of the GSAs to achieve sustainable groundwater management over the planning and implementation horizon, 2) how GSP implementation could affect the water supply

assumptions of land use plans, and 3) how implementation of land use plans outside the Basin could affect the ability of the GSAs to achieve sustainable management.

This task also summarizes the County well permitting process, local well ordinances, and relevant zoning codes and policies that have been adopted by the County or other GSAs. This task could be important later when considering management actions.

Additional management elements may be included per **Reg. § 354.8 g**. The 2011 Groundwater Management Plan considered numerous groundwater management components (listed in Water Code Section 10733.2). Accordingly, this task could review the components needed to achieve groundwater sustainability. As appropriate, this may include summarizing previous analyses, reporting on the progress of policies and activities related to each component, and updating the component.

## **Notice and Communication**

This task summarizes activities involving notification and communication by the GSAs with interested parties. The summary (intended to be up front in the GSP) addresses beneficial uses and users of groundwater in the Plan Area, how land uses and other parties are affected by groundwater use, and how all parties have been consulted. The summary would include a list of public meetings regarding the GSP and comments received. The GSP should contain a Communication Section providing the details required in **Reg. § 354.10(d)**; development of the Communication Section could be incorporated in the outreach described later.

### **D. DESCRIBE THE BASIN SETTING**

Using previous work as much as possible, this broad task would 1) describe the hydrogeologic conceptual model, 2) document the current conditions of the groundwater basin, and 3) quantify historical, current, and future water budgets. This task can be split into two or three tasks. This might be advisable for practical purposes because the comprehensiveness and detail of the needed work will likely necessitate multiple headings and subheadings to keep the work (and subsequent GSP) organized.

## **Hydrogeologic Conceptual Model**

The hydrogeologic conceptual model (HCM) provides a summary of the hydrogeologic framework, including the geometry and structural controls of the groundwater basin, aquifers and aquitards, aquifer properties, recharge areas, and general groundwater quality. This task utilizes descriptions, cross-sections, and maps to summarize the HCM. While relying on existing information (based on previous boundaries), this task will need to describe how the HCM will be expanded to include all of the Bulletin 118 basin and a clear plan for incorporating expanded data sets in the future.

Required items to be described are listed in **Reg. § 354.14 (b)**. Description of additional items would be warranted (e.g., climate information) to provide a complete understanding and to support later sections of the GSP. It is noteworthy that groundwater quality (while documented recently in the SNMP) generally has not been described in terms of principal aquifers (e.g., Alluvium, Paso Robles Formation) as required. Required identification of data gaps probably will occur throughout the GSP process, especially with consideration of sustainability criteria.

Scaled cross sections are required **Reg. § 354.14 (c)**; the 2002 Paso Robles Groundwater Basin Study Phase I provided six scaled regional geologic cross sections and six scaled

hydrogeologic cross sections across the Basin (with two additional sections for the Atascadero Basin). These cross sections may be sufficient, although updated water levels should be added. Additional cross sections may be warranted, particularly if multiple Management Areas are defined.

Additional geologic information has become available since 2002, given that more wells have been drilled. This may spur interest in a reevaluation of geology including preparation of new cross sections and new maps (e.g., of basin bottom). However, such analysis is unlikely to make much difference with respect to sustainability; the essential issue will be defining undesirable results. Such analysis would be time-consuming and costly. Such analysis can be deferred until major model revision is warranted for multiple reasons.

Required maps are listed in **Reg. § 354.14 (d)**. Many of these already have been presented in previous reports but need to be tailored to the Bulletin 118 boundaries. A key task is delineation of groundwater recharge and discharge areas, which has not been done in a meaningful way to date (e.g., considering broad recharge from rainfall and return flows, losing and gaining streams, and potential recharge programs). Mapping of discharge areas has important ramifications for the sustainability indicator that addresses depletion of interconnected surface water and undesirable effects on groundwater-dependent ecosystems.

## **Groundwater Conditions**

Groundwater conditions are addressed in **Reg. § 354.16**, which requires use of best available information to document groundwater elevations, groundwater storage, groundwater quality, land subsidence, interconnected surface water systems and groundwater-dependent ecosystems. Seawater intrusion is not applicable.

A key task is documentation of groundwater levels (**Reg. § 354.16 (a)**), which are the primary indicators of groundwater conditions (and eventual sustainability). While building on previous work, this will involve selection of appropriate geographically-distributed, CASGEM-compliant wells for mapping groundwater levels and estimating storage. Evaluation of change in storage implies definition of study periods for historical and current conditions, and potential application of the numerical model. Maps will need to extend to Bulletin 118 basin boundaries (insofar as data allow). Data to quantify vertical gradients are likely sparse, but the HCM would describe patterns of vertical gradients and suggest related aquifer conditions (confined to unconfined) qualitatively. Although the GMP reporting on the County website has hydrographs, these are aggregated and the data need to be well-specific. Accordingly, this task involves selection of geographically-distributed, CASGEM-compliant wells with long histories of frequent measurements and preparation of hydrographs in accordance with GSP requirements and to fill critical data gaps. Electronic hydrographs will be submitted to DWR. Another key task is documentation of groundwater quality (**Reg. § 354.16 (d)**). Although information is available from the SNMP, some data were not available until after it was completed. Contamination sites and plumes need to be documented and mapped.

A third key task is documentation of interconnected surface water systems and groundwater-dependent ecosystems (GDEs). Statewide mapping of connected surface waters/GDEs is expected from DWR and would need to be evaluated. However, the GSAs should consider an independent analysis based on factors such as depths to groundwater, known springs and wetlands, and phreatophyte distribution. This topic may have important implications for groundwater level management (at least locally) that have not yet been fully realized. For example, this task may involve evaluation of potentially related factors such as instream flow requirements, threatened and endangered species, and critical habitat. In addition, **Reg. §**

**354.16 (f)** calls for an estimate of the quantity and timing of surface water depletions. While such an estimate may be based on data from DWR, improved estimates can be obtained from the groundwater model.

Little information (beyond a brief INSAR survey) is available on subsidence (**Reg. § 354.16 (e)**). This task will evaluate available local data and information provided by DWR.

## **Prepare Water Budgets**

The water budget gives shape and direction to the technical analysis and represents a major effort even though the water budget for the Basin (as previously defined) has been evaluated repeatedly including water budgets as part of numerical modeling. This task is closely linked to the next step, Prepare Surface Water-Groundwater Flow Model.

As outlined in **Reg. § 354.18**, the water budget analysis includes:

- Description of inflows, outflows, and change in storage
- Where overdraft conditions occur, quantification of overdraft over a period of average years
- Quantification of current, historical, and projected water budgets
- Description of surface water supply used or available for groundwater recharge or in-lieu use.
- Water budget information needs to be reported in clear concise tabular and graphical form.

In addition to the above, the water budget task needs to define the geographic area, groundwater storage volume and study period(s) used in the water budget analysis.

With regard to the study area/volume, the water budget should address the entire volume of the Basin as defined by Bulletin 118 (including the Monterey portion) The Basin Model includes surface water modeling of the entire watershed (which encompasses the Bulletin 118 Basin) and groundwater modeling of the groundwater basin as previously defined in the Paso Robles Groundwater Basin Study and used in the GMP. Accordingly, water budget information and a numerical modeling tool are available for the entire Bulletin 118 area.

Approximately one-fourth of the Basin is in Monterey County, and inter-county flow of surface water and groundwater are in different directions along different segments of the boundary. The natural outlet of the Basin is in Monterey County, and the stream gage on the Salinas River near Bradley quantifies the surface water component of outflow. Outflow is a key water budget item for calibrating the Basin Model. With these facts in mind, the water budget should encompass the entire watershed/Bulletin 118 Basin, and the GSAs should coordinate the water budgets with the Monterey GSAs.

Water budgets need to be developed for several study periods: historical, current, and projected. These differ primarily on the basis of land and water use. The historical budget should include historical changes in land and water use, such as gradual expansion of irrigated acreage and construction or reoperation of reservoirs and recycled water projects. The Basin Model already simulates a suitable study period representative of historical conditions (1981-2011). The current water balance combines a constant set of land and water use patterns with a multi-year hydrologic period representative of long-term conditions. SGMA requires a 50-

year hydrologic period for simulation of future scenarios, using historical data to construct the future hydrologic time series. The current water balance can be obtained by simulating current land and water use conditions over the 50-year hydrologic period. The future water balance can be obtained by simulating an assumed set of future land and water use patterns over the same 50-year hydrologic period. Multiple future water budgets should be developed for a future baseline scenario and alternative management scenarios designed to achieve sustainability.

In terms of modeling, there is a gap between the end of the historical water budget period (2011) and “current” conditions (2016 or 2017). A review of land use, water use and water levels during the gap period can determine whether it is necessary to add the gap period to the historical simulation to accurately calibrate the model or characterize historical conditions. The likely recommendation will be to not update or run the model until 2025 to 2028. The data used to construct the Basin Model provides the best available estimates of head-dependent flows (e.g., storage changes, riparian evapotranspiration, and surface water-groundwater interaction), which can be combined with independently calculated non-head-dependent flows (e.g., rainfall recharge, wastewater percolation, pumping, etc.) to obtain a water budget for each study period.

This task includes quantification of basin balance and identifying overdraft when and where it occurs and estimation of sustainable yield (**Reg. § 354.18(b)**). General sustainable yield can be estimated using the data from the existing Basin Model studies.

#### **Define Management Area(s)**

The above tasks provide technical information which is the basis for discussing whether more than one Management Area should be defined to promote effective sustainable management. Management Areas are distinct from jurisdictions<sup>1</sup> and provide the technical basis for broad, consistent management across the Basin. This is important in the Paso Robles Basin where the GSAs are limited in extent and/or discontinuous, which could lead to fragmentation. Management area discussion should be based on clear data demonstrating hydrogeologic interconnectivity or lack thereof. The GSAs recognize that the Paso Robles Groundwater Basin is a single basin under SGMA unified by surface water and variable groundwater flow. Because areas of the Basin differ (e.g., water-level declines are not the same throughout the Basin), data will need to be collected to clearly demonstrate levels of connectivity or lack thereof between distinct areas of the basin. GSAs across the entire Basin have responsibility to varying degrees for overdraft problems and for the sustainability solution. This will be crucial to the successful implementation and legal defense of Management Practices. Multiple Management Areas would only be justified if hydrogeologic conditions are discontinuous or if different criteria are needed to define sustainability in different parts of the Basin. If multiple Management Areas are defined, the HCM and groundwater conditions for each must be described to explain the rationale for each Management Area and how Management Areas with different definitions of sustainability criteria can provide consistency across the Basin and, in the end, add up to Basin-wide sustainability (See **Reg. § 354.20**). While the regulations require only that the descriptions be sufficient, they need to make sense to DWR, the GSAs, and the public. It is noteworthy that more than one Management Area

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<sup>1</sup> Management areas also are not the previous subareas (e.g., Estrella, Shandon). While these were useful for previous work, they never were defined as hydrogeologic areas and cannot be assumed useful for SGMA purposes.

means that GSP preparation will be more complex, time-consuming, and costly. That expense, if needed, would be justified by increasing the ultimate acceptance of the GSP and its defensibility.

#### **E. PREPARE SURFACE WATER – GROUNDWATER FLOW MODEL**

The GSP requirements effectively require a descriptive surface water-groundwater conceptual model. The numerical groundwater flow model for the Paso Robles Basin (Basin Model) generally is suitable. It encompasses the entire Bulletin 118 basin (at least within the watershed model), it is based on non-proprietary MODFLOW and HSPF codes, and it has been updated and applied quite recently for basin management scenarios. It includes the San Luis Obispo and Monterey portions of the Basin and thereby supports the required consistency of data, methods, and assumptions for the Basin. In its current form it is acceptable and useful for completing the GSP for 2020 submittal. It currently is being evaluated by the USBR and USGS for incorporation into the WaterSmart platform for the Salinas and Carmel Rivers Basin Study. The schedule for that study, however, would not necessarily provide modeling capabilities in time for the GSP Completion deadline, mid/late 2019.

Options exist for the GSAs to consider with respect to schedule, cost, and technical issues (e.g., reliability and credibility of the model for SGMA applications). These generally range from using the model as-is to options involving model update and revisions.

- As-Is Option. The County would provide the model files. Pre- and post-processing modeling files, if provided and not widely-used/usable, would need to be accompanied by thorough documentation. If not provided, additional time and budget would be required to develop and document appropriate pre- and post-processing capabilities.
- As-Is with Geographic Expansion Option. The Basin Model grid does not cover the entire Bulletin 118 basin, which extends nearly 6 miles beyond the southeastern corner of the grid. This area could be included in the Model.
- Update Option. The model is based on the period 1981-2011, which is representative of long-term historical and recent conditions and includes several droughts. The model would be updated to 2016 or 2017 depending on availability of data and other factors, and thereby would include the latest drought and would be representative of current land use conditions.
- Update and Revision Options. Previous peer review of the Basin Model resulted in important refinements, but other concerns have remained. These include use of the HSPF rainfall-runoff model not only in tributary watershed areas but also to estimate recharge in the agricultural and urban portions of the Basin. HSPF, developed for natural watersheds, does not adequately simulate agricultural or urban hydrological processes, both of which are key to managing the Paso Robles Basin. A key refinement would be to retain HSPF for the watersheds and then apply a non-proprietary recharge simulation program to calculate rainfall recharge and irrigation return flow in the Basin. In addition, the documentation report for the model does not state how pumping was assigned vertically to model layers. Application is recommended of standard pre-processing methods for assigning pumping locations and depths.

The first option (as-is) is the quickest and least costly method in the short term. Deferral of model improvements to after 2020 would allow the GSP process to reveal refined modeling

objectives for specific sustainability indicators, but in the meantime, model findings might be regarded as preliminary and less certain.

The second through fourth options are achievable within the GSP preparation schedule. If DWR grant funding can be secured, the fourth option would provide a numerical modeling tool that is up-to-date, utilizes best available science, is tailored to the specific conditions of the Basin, and is readily shared among GSAs with non-proprietary pre- and post-processors. Revisions to the model may be developed potentially to dovetail with the subsequent USBR/USGS modeling effort.

#### **F. IDENTIFY SUSTAINABLE MANAGEMENT CRITERIA**

Requirements for developing Sustainable Management Criteria are provided in *Reg. Subarticle 3, § 354.22 - § 354.30*. This task would build on the hydrogeologic conceptual model, groundwater conditions, and water budgets to define and evaluate sustainability for the Basin. Steps within this task define the sustainability goal, undesirable results, minimum thresholds, measurable objectives and milestones. This key task is the core of defining sustainability and will require substantial effort.

#### **Sustainability Goal**

To define the sustainability goal (per *Reg. § 354.24*), the GSAs would work with the consultant team and stakeholders to define how groundwater may be managed over the 20-year planning and implementation horizon that culminates in the absence of undesirable results. Accordingly, this task summarizes information from the basin setting used to establish the sustainability goal, the measures to be implemented for operation within sustainable yield, and how the sustainability goal is likely to be achieved within 20 years and maintained through the planning and implementation horizon.

#### **Undesirable Results**

To define undesirable results (*Reg. § 354.26*), this step would evaluate the five sustainability indicators (all except seawater intrusion) in terms of:

- Chronic lowering of groundwater levels
- Reduction of groundwater storage
- Degradation of water quality, including contaminant migration
- Land subsidence
- Depletion of connected surface water with adverse impacts on beneficial uses.

As listed in DWR's GSP Annotated Outline, the steps might appear straightforward: describe the cause of groundwater conditions that lead to undesirable results and describe the potential effects on beneficial uses and users of groundwater, on land uses and property interests, and other potential effects occurring from undesirable results.

However, the GSAs and stakeholders likely will need to discuss and agree on some underlying issues. For example, undesirable results are described in the regulations in terms of "significant and unreasonable" and caused by "groundwater conditions occurring throughout the basin." Accordingly, there will be discussion about what is significant and unreasonable (including how much and for how long), what is basin-wide, what is just site-specific, and what is a GSA responsible to address? In addition, some of the indicators are linked and need

to be considered together; most notably, groundwater levels are linked to groundwater storage, subsidence, surface water-groundwater interactions, and contaminant migration. If more than one Management Area is defined, the above evaluation will need to consider whether definitions of undesirable results for each indicator apply to all Management Areas.

## **Minimum Thresholds**

Minimum thresholds (**Reg. § 354.28**) are numerical values that are quantified for each sustainability indicator and used to define undesirable results. As listed in DWR's GSP Annotated Outline, the steps in describing each minimum threshold include: how they were established for each relevant sustainability indicator, how minimum thresholds have been selected to avoid causing undesirable results, how minimum thresholds may affect interests of beneficial uses/users of groundwater or land uses/property interests, and how each minimum threshold will be quantitatively measured for each relevant sustainability indicator. The GSP Regulations provide specific instructions for each sustainability indicator; of these, seawater intrusion, land subsidence and depletion of interconnected surface water might not be extensive problems in the Paso Robles Basin (as they are elsewhere), but each must be described and can have important implications for management of groundwater levels.

Metrics and monitoring sites will need to be carefully selected to be representative for each minimum threshold for each distinct area in the basin. Review of the GSP Regulations indicates the extent and complexity of this key task; this task will not only involve discussion—with similar issues to undesirable results—but also will entail quantification, in other words, applying hard numbers to real but subjective issues. The GSP Regulations also require analysis of how minimum thresholds for different sustainability criteria will interact; this is intended to avoid more undesirable results, but conceivably could result in multiple thresholds that react to different conditions in an area. Groundwater elevations can be used as proxies for other sustainability indicators such as storage depletion; in the Basin, this is likely to be very useful in defining minimum thresholds (and measurable objectives as well).

If management areas are used, description must be included of the minimum thresholds for each management area, with explanation of the rationale for selecting those values (if different from the basin at large) and explanation of how the management area can operate under different minimum thresholds without causing undesirable results outside the management area.

## **Measurable Objectives**

A measurable objective (**Reg. § 354.30**) is a quantifiable goal for the maintenance or improvement of specified groundwater conditions related to each sustainability indicator to achieve the sustainability goal. This key task will establish measurable objectives using the same metrics as for minimum thresholds. The measurable objective needs to account for uncertainty such that minimum thresholds are avoided.

DWR's GSP Annotated Outline lists the steps to describe each measurable objective, how the measurable objectives are established for each sustainability indicator, and how a reasonable margin of operational flexibility was established for each measurable objective. A reasonable path also must be described to achieve and maintain the sustainability goal including a description of interim 5-year milestones for each relevant sustainability indicator.

Groundwater levels will be the key criteria for recognizing undesirable results, becoming the sustainability indicators for minimum thresholds guiding these measurable objectives. If management areas are used, description must be included of the measurable objectives for each management area, with the rationale for selecting those values (if different from the basin at large) and explanation of how the management area can operate under different measurable objectives without causing undesirable results outside the management area.

#### **G. ESTABLISH MONITORING NETWORKS AND PROTOCOLS**

The Basin has had active groundwater monitoring for decades; the groundwater level monitoring conducted by the County provides an important foundation with significant coverage across the Basin and through time (even back to the 1960s). Other local agencies and stakeholders have provided assistance and data to this program, and have conducted other monitoring programs. These will be the beginning of a GSP monitoring program maintained by the GSAs.

This is a key task that involves transformation of existing monitoring programs into a coordinated GSP program that will demonstrate progress toward achieving the measurable objectives, monitor impacts to beneficial uses or users of groundwater, monitor changes in groundwater conditions, and quantify annual changes in water budget components.

Development of monitoring networks and protocols for the GSP will be consistent with **Subarticle 4 Monitoring Networks** and with **Reg. § 352.2 Monitoring Protocols**. The GSAs may consider guidance by the BMPs on monitoring networks and protocols. The BMPs include the Data Quality Objective (DQO) process, through which a monitoring network is designed to fulfill explicitly stated sustainability goals and objectives, with identification of the data and analytical methods to evaluate sustainability indicators, definition of performance criteria, and development of a plan for obtaining data.

The GSP Regulations (**Reg. § 354.34**) provide detailed instructions on how to describe the monitoring program and how to monitor for each sustainability indicator. The monitoring network shall ensure adequate coverage of sustainability indicators, appropriate density of sites, and frequency of measurements to demonstrate short-term, seasonal, and long-term trends. The description must also document the scientific rationale for site selection, consistency with data and reporting standards, and the links to the corresponding sustainability indicators, minimum thresholds, measurable objectives, and milestones. Some streamlining is allowed through Representative Monitoring and use of groundwater levels as proxies (**Reg. § 354.36**); the key is to link the monitoring closely to sustainability indicators. If management areas are used, this task must include a description of the level of monitoring and analysis appropriate for each management area.

This task also includes description of Monitoring Protocols for data collection and monitoring (**Reg. § 352.2**) and description of the regular review, assessment and improvement of the Monitoring Network (**Reg. § 354.38**) including filling data gaps and five year assessment.

#### **H. ORGANIZE DATA MANAGEMENT SYSTEM**

GSP regulations (**Reg. § 352.6**) require development and maintenance of a data management system (DMS) capable of storing and reporting information relevant to development or implementation of the GSP. This task would begin with initial data collection efforts and review of existing monitoring programs and would be linked closely to development of the monitoring program, including consistency with the goals and objectives defined for the monitoring program.

Given the existing monitoring programs and data management for the Paso Basin, this task would likely involve an initial DMS comprising existing information and data in formats such as Excel, Access, and GIS. During GSP preparation, it is likely that ongoing programs and information collected by others will be identified for inclusion or linkage with the GSP DMS. As part of this task, the GSAs may consider what DMS capabilities and characteristics are useful (e.g., for data analysis, visualization, model import/export) and may consider a DMS software package. This task should be coordinated with the County of San Luis Obispo, Monterey GSPs and Atascadero GSP as well. This task may include not only design of the DMS, but also incorporation and standardization of data to make the DMS functional.

#### **I. DEVELOP AND ANALYZE PROJECTS AND MANAGEMENT ACTIONS**

The previous steps documented the water budget, basin conditions, and established sustainable yield and sustainability objectives. It is at this point (consistent with **Reg. § 354.44**) that steps are taken to develop an implementation program to meet the sustainability goal. This is a key task.

The Annotated Outline provides a useful list of how projects (herein including management actions, programs, and projects) need to be described, including but not limited to the following:

- Measurable objective expected to benefit from the project
- Circumstances for implementation
- Public noticing
- Permitting and regulatory process
- Time-table for initiation, completion, and accrual of benefits
- Expected benefits and how they will be evaluated
- How the project or management action will be accomplished
- Legal authority required
- Estimated costs and plans to meet those costs (economic analysis and finance strategy)
- Management of groundwater extractions and recharge
- Relationship to additional GSP elements as described in Water Code §10727.4.

In addition to the above, this task would describe the steps to identify projects, provide screening against to-be-defined criteria, conduct feasibility evaluation and ranking, and select/prioritize projects for implementation. Identification of a wide range of projects, programs, and policies is advisable, to make sure that relevant sustainability indicators are addressed and beneficial uses/users are acknowledged.

#### **J. PLAN IMPLEMENTATION**

This task involves developing steps, schedule, and a fiscal strategy for implementing the GSP. As indicated in the GSP Annotated Outline, description is expected by DWR of an estimate of GSP implementation costs (see **Reg. § 354.6**), a schedule for implementation, a plan for required annual reporting, and a process for required periodic evaluations.

## **K. OUTREACH AND STAKEHOLDER INVOLVEMENT**

This task is expected to be largely done by the GSA partners, working together under their MOA – including meeting notifications, meeting facilitation, meeting minutes/notes, and stakeholder participation. The consultant team will be expected to provide technical support, meeting assistance, and to include all of this information into the GSP.

This task would extend throughout GSP preparation and would involve: outreach and involvement with interested parties and beneficial users of groundwater within the Basin, coordination among the GSAs within San Luis Obispo County for plan development, and coordination with Monterey County GSAs, and Atascadero as well. An initial decision for the GSAs will include the degree to which outreach is conducted by the GSA representative, GSP consultants, and potentially a DWR facilitator (see above).

A communication plan is required (Reg. § 354.10(d)) and should be developed early in the GSP process, and the City and GSAs would look to the consultant/consultant team to provide assistance in preparing the communication plan and scheduling of outreach/engagement at key milestones, but not to do all of the work to implement the plan. As noted previously in the Notice and Communication section, identification of beneficial uses/users is required and documentation is needed of how all parties have been consulted. Initial planning as part of this step is likely to include development of stakeholder lists, general scheduling of workshops and meetings, and planning for website content and updates. The long and active history of Civic Committees powered by interested volunteers dealing with groundwater issues in the Paso Robles GWB provides a strong start towards outreach and stakeholder involvement.

## **L. GSP DOCUMENT PREPARATION**

This step involves preparation of the GSP document (e.g., administrative draft, draft, final) and preparation for submittal to DWR. Presentation at adoption hearings would likely be included in this task.

## **M. PROJECT MANAGEMENT**

This step provides for project management: tracking schedule and budget, and progress updates to the GSAs and advisory committees. If GSP preparation is funded by a DWR grant, this task would include the quarterly progress reports for DWR.

## **VII. CONTRACT FORM**

The final contract between City and the successful Proposer shall be set forth in a Professional Services Agreement (“Agreement”) executed by and between City and the successful Proposer. A copy of the Agreement is attached hereto as Attachment 1 and incorporated herein by this reference.

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

## **VIII. PRICE VALIDITY**

Prices provided by Proposers in response to this RFP are valid for 90 days from the Proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete and the contract is awarded.

## **IX. CONFIDENTIALITY**

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either City and the successful proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. Furthermore, the City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

## ATTACHMENT 1

### **CITY OF EL PASO DE ROBLES PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the City of El Paso de Robles, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1000 Spring Street, Paso Robles, CA 93446 (“City”), and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

#### **RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

Professional engineering/hydrogeology consulting services for the Paso Robles Sub-basin for development of a Groundwater Sustainability Plan (GSP) (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The consultant will work contractually for the City of Paso Robles, but will be serving the Cooperative Committee and the constituent GSAs. The agencies, in addition to the City of Paso Robles (City), participating in the Project include Heritage Ranch Community Services District (HRCSD), San Miguel Community Services District (SMCSD), Shandon-San Juan Water District (SSJWD) and the County of San Luis Obispo (County) (collectively called “GSP Partners”). The Estrella-El Pomar-Creston Water District (EPCWD) is forming and is anticipated to join this effort and will be considered a part of the collective “GSP Partners” at that time. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

#### **AGREEMENT**

##### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$\_\_\_\_\_ [Insert amount of compensation]. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a

detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term/Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

The term of this Agreement shall be from \_\_\_\_\_, 2017 to \_\_\_\_\_, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The term of this Agreement may be extended by written amendment executed by the City and Consultant as mutually agreed.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project

- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, each GSP Partner and their respective, officials, officers, employees, agents and designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City and the GSP Partners, and their respective, officials, officers, employees, agents and their designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 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 that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement,

the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

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

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the City, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents and volunteers.

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with

such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Luis Obispo, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days’ written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in “Termination or Abandonment,” above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign \_\_\_\_\_ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of El Paso de Robles  
1000 Spring Street  
Paso Robles, CA 93446  
Attn: Dick McKinley, Project Manager

CONSULTANT:

[\*\*\*INSERT NAME, ADDRESS & CONTACT  
PERSON\*\*\*]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF EL PASO DE ROBLES  
AND [\*\*\*INSERT NAME\*\*\*]**

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

CITY OF EL PASO DE ROBLES

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_  
Thomas Frutchey  
City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Kristen L. Buxkemper  
Deputy, City Clerk

CITY ATTORNEY APPROVAL:

By: \_\_\_\_\_  
City Attorney

REVIEWED:

By: \_\_\_\_\_  
City Project Manager

EXHIBIT A

Scope of Services

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle and allow forty-five (45) days to receive payment. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract. All services performed under this Agreement will be charged at the following rates: