



REQUEST FOR PROPOSALS

RFP# 01-23

Wyandotte Creek Groundwater Sustainability Agency

Request for Proposals to Conduct

Wyandotte Creek GSA Grant Projects

RFP Issue Date: December 1, 2023

RFP Submission Deadline Date: January 11, 2024 at 4:00 PM

Issued by:

Christina Buck

Assistant Director

Butte County Department of Water and Resource Conservation

On behalf of the Wyandotte Creek Groundwater Sustainability Agency

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Oroville, California 95965

530-552-3595

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1) **RESPONDENT ADMONISHMENT**

Respondents are reminded that it is their responsibility to:

- ✓ Read carefully all of the content of this entire document and address all requirements and follow all procedures of this Request for Proposal (RFP).
- ✓ Ask for clarification before final due date of questions.
- ✓ Immediately inform the GSA of any problems with this Solicitation.
- ✓ Be complete in response.
- ✓ Submit all responses by the required dates and times.

2) **INTRODUCTION**

The Wyandotte Creek Groundwater Sustainability Agency (GSA) is seeking one or more firms to implement Wyandotte Creek GSA Grant Projects (Projects) for the Wyandotte Creek Subbasin. The scope of this RFP is intended to attract firms qualified to develop and complete compliant amendments to the Groundwater Sustainability Plan (GSP) and complete tasks and deliverables identified in the Wyandotte Creek GSA application to the Sustainable Groundwater Management (SGM) Grant Program. Respondents are expected to:

- Be familiar with the Sustainable Groundwater Management Act (SGMA) Laws and Regulations and the Department of Water Resources' (DWR) guidance documents
- Have a thorough comprehension of the GSP Regulations (Regulations),
- Manage and provide data as needed and be able to devise new, and implement existing Projects and Management Actions (PMAs) to help the Wyandotte Creek GSA maintain and achieve groundwater sustainability.

The contract will be held and managed through the GSA, and representatives from the GSA will be involved in the proposal review and selection process. The successful firm(s) will be required to enter into a contract with the GSA for the services of one or more Projects requested in this RFP within a reasonable time after award. A firm submitting a proposal must be prepared to use the GSA's standard contract form rather than its own contract form. The contract will include terms appropriate for this Project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the Project(s) within the timeframe provided, or as agreed upon, (2) no additional work authorized without prior written approval, (3) no payment without prior written approval, (4) funding availability, (5) termination of contract under certain conditions, (6) indemnification of the GSA, (7) approval by the GSA of any subcontractors, and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. The GSA intends to award a contract substantially in the form of the Model Contract to the selected respondent.

Submittals must be received by **January 11, 2024 at 4:00 PM** to be considered for this opportunity.

3) BACKGROUND

In September 2014, the California legislature enacted SGMA to require sustainable groundwater management statewide. SGMA applies to all high and medium priority groundwater basins as determined by the DWR. Implementation of SGMA is achieved through the formation of GSAs and the preparation and implementation of the GSP.

Wyandotte Creek Subbasin

The Wyandotte Creek GSA is located in the Wyandotte Creek Subbasin, which is identified by DWR as a medium priority basin. The Wyandotte Creek Subbasin is managed by one GSA that was formed through a JPA comprised of three member agencies, the City of Oroville, Thermalito Water and Sewer District, and Butte County. The GSA developed and adopted a single GSP for the subbasin in December 2021. The GSP was approved by DWR through a [Determination Letter](#) on July 27, 2023. The letter detailed the DWR's review of the Plan and included five recommended corrective actions. More information about the Wyandotte Creek GSA can be found at <https://www.wyandottecreekgsa.com>.

In December 2022, the Wyandotte Creek GSA submitted a grant application to the SGM Grant Program to fund five components for \$5.5 million. Applications were reviewed by the DWR Financial Branch and a final award list was released in September 2023 that recommended funding for the full \$5.5 million to the Wyandotte Creek GSA for the work included in the application. Our understanding at this time is that all grant projects must be completed by spring-2026. In the coming months, the GSA will establish a grant agreement with DWR. Final scope of works included in contracts resulting from this RFP will be subject to consistency with the resulting grant agreement.

4) SCOPE OF SERVICES

The scope of this RFP is to build on previous efforts and conduct all tasks necessary to help fill data gaps and increase monitoring, amend the GSP to address recommended corrective actions, and advance implementation of opportunities to use additional surface water in the subbasin. Staff has regrouped some of the tasks from the grant application as submitted, into more comprehensive and cohesive projects to be implemented by the Wyandotte Creek GSA. Other tasks from the application will be implemented by Butte County through other projects. Respondents should be interested in and qualified to complete tasks and activities for one or more of the following Projects:

- Project 1: GSP Data Gaps and Refinements
- Project 2: Regional Conjunctive Use Project

Further description of these projects is attached in Exhibit B, which includes description, tasks, and deliverables as represented in the Work Plan of the draft grant agreement with DWR. The grant [application](#) may be helpful for additional background on some tasks/projects, but Exhibit B outlines the scope and tasks for the identified Projects listed above consistent with this solicitation.

5) **FORMAT FOR PROPOSALS**

Responses to the RFP must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point. The GSA shall receive all submissions no later than January 11, 2024 at 4:00 PM.

The response shall include a cover letter, a table of contents and all items listed below and shall be in the following format:

- Submissions shall be in the order noted below.
- Submissions shall indicate which Project(s) the firm is interested in providing services for.
- Submissions may also include color and fold out charts and graphs.

Mandatory Content and Sequence of Submittal:

Note: There is no total page limitation; however, certain sections contain page-limit suggestions, which are noted. Reasonable use of 11" x 17" pages is acceptable.

- a) Cover Letter shall be a maximum two-pages and shall include the name and address of the Respondent submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the Respondent, the Respondent's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 90 days after receipt. The cover letter shall also identify which Project(s) the firm is providing a proposal for and why.
- b) Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.
- c) Firm Capabilities and Experience Summary suggested page length is *approximately* 6 pages and shall describe the Respondent's experience relevant to successfully developing and completing the Project(s). Description should include the firm's stability, available staffing and any key personnel to be assigned

to this Project(s). In this section, describe your firm's background, its organizational structure, identify decision-making roles, and explain why this is advantageous to the Project(s). Experience and focus in the public sector are of vital importance.

- i) Background and Experience. Describe up to five (5) related past projects completed, along with a discussion comparing similarities of experience to the listed Project(s).

This section shall also contain a list of references for at least three (3) example projects wherein similar services were performed. Key staff on the example projects should be identified. Letters of recommendation are permitted. The following information must be included for each client reference:

- Client name, address, direct project manager name, telephone number, and email address.
- Detailed description of services provided, similar to the services outlined in the Work Plans for the SGM Grant Funded Projects (Exhibit B) Respondent is proposing for.

- ii) Scheduling/Project Management. Delineate the scheduling and project management process your firm uses. Use some or all of the projects in the Background and Experience section, as well as other projects (if necessary) as examples, which demonstrate your ability to deliver your work on time. Approximately one (1) page.

- d) Approach to the Project(s). For **each Project** that the Respondent is interested in providing services for, provide the following sections as described below: i. Summary of Key Personnel and Subcontractors, ii. Project Understanding and Approach, iii. Project Schedule, and iv. Cost. Respondents may include a response for one or more Projects.

- i) Summary of Key Personnel and Subcontractors. Provide a summary of each key personnel that your firm would use on the Project, describing their role, background, and qualifications. Key Personnel may differ between Projects. Describe why the identified team is a strong fit for the specific Project. For subcontractors, refer to subsection a) below. Resumes may be included as an Attachment and are not included in the recommended page count.

- a) Statement of Qualifications for any subcontractors. If subcontractors are to be used, the prospective contractor must include in the proposal a description of the work to be done by each subcontractor. It is expected that the discussion of subcontractors will also include their key personnel for the project, subcontractor project experience, and references to

similar types of work. For each subcontractor an additional one to two (1-2) pages can be added to the recommended page maximum.

ii) Project Understanding and Approach (shall be a maximum of 4 pages per Project)

Respondents are asked to answer the following questions with respect to their approach to implement the Project. This should be a short answer narrative format with a direct answer responding to each question.

1. Project Understanding: What do you anticipate will be the most valuable outcome(s) of this Project for the GSA/Subbasin? What opportunities and challenges are you aware of when working in the Wyandotte Creek subbasin and how will they influence how you conduct the Project?
2. What examples of other GSA programs or GSP projects would you draw from and build off of when implementing this Project?
3. What tools and/or technologies do you anticipate using for this Project?
4. In what ways will you engage stakeholders, partnering agencies and organizations, and interested parties to gain input and direction? How will you meaningfully integrate their input into Project implementation and results?
5. GSP implementation will depend on solutions and policies that are effective and economical. How will you integrate economic evaluation and considerations into the Project to inform results or outcomes?

Respondents should not include a Scope of Work in their proposal. The purpose of the responses to these questions is to demonstrate the Respondent's vision for the Project, ability to be creative and responsive to input, and to demonstrate that they are the best fit for helping the GSA advance sustainability in the subbasin.

iii) Project Schedule (maximum two pages) shall assume a 24 month project time frame. A brief narrative should accompany a delineated project schedule communicating conceptually how you would approach and execute this Project. Tasks shown in the schedule can draw from identified tasks outlined in the Work Plan (Exhibit B).

iv) Cost shall detail the cost portion of the proposal. Respondent shall provide an itemized breakdown of all costs associated with the respective Project including the anticipated total number of hours and total cost per task. Tasks can draw from identified tasks outlined in the Work Plan (Exhibit B). Respondent shall provide pricing informed by the budgets per Project provided in Exhibit B. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

If an hourly rate is quoted, the anticipated total number of hours should be included along with a not-to-exceed price for the project. The proposed rate for all reimbursable expenses should be noted in the fee schedule. (No page number max, 11x17 acceptable).

- e) Conflicts in which the respondent should identify if it anticipates there would be a need to obtain conflict waivers from existing clients and how the respondent anticipates addressing any potential conflicts with respect to any member agencies. (No page number max).

6) SELECTION PROCESS AND EVALUATION

The selection committee may include representatives from the Wyandotte Creek GSA, its member agencies, or partnering organizations. The criteria for selecting the firm is described below:

- a. Experience, Capabilities, and References. Does the Respondent have sufficient similar experience in the kind of work required? Does the Respondent have a reputation of being reliable, delivering on schedule and performing tasks to the satisfaction of its clients? Does the Respondent have the resources, capacity, and capability to complete the Project(s)?
- b. Project Understanding and Approach. Through responses to the five specified questions, does the Respondent demonstrate an understanding of local conditions, lessons learned from other subbasins/GSAs, and experience that inform the approach to the Project? Does the Respondent have the ability to provide advanced technology and creative solutions? This includes having a complete understanding of laws and regulations pertaining to the Work Plans and any other relevant requirements.
- c. Schedule Demonstrates an understanding of the level of effort of varying tasks and reasonable timeline for proposed work by phase/task/subtask within a compacted timeline.
- d. Cost. Includes the overall project cost in tabular form by phase/task/subtask. Are the costs reasonable for the proposed tasks?

Overall weighted criteria used to evaluate responses to **each Project** to include:

Criteria	Points
Experience, Capabilities, and References	30
Project Understanding and Approach	30
Schedule	25
Cost	15
Total:	100

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified respondents. Level II will be used to select the finalist. This level may include a request for a presentation/demonstration from the finalists, proposal fact finding and negotiation of contract terms and conditions at no cost to the GSA. The presentation/demonstration may be web-based.

The GSA may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions and pricing with the prospective firms as a part of the selection process.

7) SUBMITTAL INSTRUCTIONS

Proposals shall be submitted in the following manner:

- Submission shall contain one (1) signed, unbound original and three (3) hard copies, printed material on 8-1/2" X 11" paper. (11X17 foldouts are acceptable for charts, schedule, cost estimate, etc.).
- One (1) electronic copy shall also be provided on a thumb drive or via email. For an electronic copy sent via email to bcwater@buttecounty.net, please put "**RFP 01-23 Wyandotte Creek GSA Grant Projects**" in the subject line. The GSA contact will reply stating the electronic copy was received. If the Respondent does not receive the reply email, it is the responsibility of the Respondent to initiate communication with the GSA contact to ensure a complete submittal is received.
- Submittals shall be delivered in a sealed box or envelope clearly marked with the Respondent's name and the description, "**RFP 01-23 Wyandotte Creek GSA Grant Projects**"
- Hardcopy submittals shall be delivered to:

ATTN: Christina Buck, Asst. Director
Wyandotte Creek Groundwater Sustainability Agency
c/o Butte County Department of Water and Resource Conservation
308 Nelson Avenue
Oroville, CA 95965

- **Late or incomplete submittals will not be considered.**

8) RULES OF PROCUREMENT

Time Line Summary

Event	Anticipated Date/Time (Subject to Change)
Solicitation Publication	Friday, December 1, 2023
Final Date to Submit Questions and Requests for Clarification	Monday, December 11, 2023 by 4 PM
Questions Answered via Addendum(s)	Friday, December 15, 2023
RFP Submittals Due	Thursday, January 11, 2024 by 4 PM
Preliminary Evaluation Completed	Friday, January 26, 2024
Presentation/Demonstration (if desired)	Late January
Award of Contract	February 22, 2024

GSA Contact Information

As one of three member agencies of the GSA, the Butte County Department of Water and Resource Conservation is leading this procurement process. Christina Buck, Assistant Director will serve as the GSA contact for the **Wyandotte Creek GSA Grant Projects** procurement. The GSA office is located within the Butte County Department of Water and Resource Conservation at 308 Nelson Avenue, Oroville, CA 95965. Phone number is (530) 552-3591. Please direct all questions via email to bcwater@buttecounty.net.

This person will serve as the GSA's contact person for this project who will also respond directly for questions and inquiries during the solicitation. **Do not** contact other personnel or selection committee members regarding this project or the selection procedures.

Firms interested in participating in this solicitation are encouraged to register with the Wyandotte Creek GSA at the Public Purchase website: www.publicpurchase.com.

Questions:

Questions and requests for clarification may be submitted via email to bcwater@buttecounty.net or through the Public Purchase website. For emails, please put "Wyandotte Creek GSA Grant Projects RFP Questions" in the subject line, otherwise questions may not be captured for a response. However, it is strongly recommended that respondents submit questions through the Public Purchase website. Verbal and phone inquiries will not be answered. All questions and requests for clarification shall be submitted no later than Monday, December 11 at 4 PM. The GSA will provide answers and clarifications by posting an addendum(s) through the Public Purchase website by December 15, 2023 so all Responders receive consistent information. It is the

responsibility of all interested firms to access the website for this information. **Questions received after December 11th will not be answered.**

9) GSA NOTICES

All proposing firms responding to this RFP should note the following:

- a) All work performed for the Wyandotte Creek GSA, including all documents associated with the project, shall become the exclusive property of the Wyandotte Creek GSA.
- b) The selected firm is expected to perform and complete the Project(s) in its entirety.
- c) Any and all costs, including travel, incurred by any proposing firm arising from development and delivery of a response to this RFP shall be borne by the firm without reimbursement by the Wyandotte Creek GSA.
- d) The selected Respondent shall remain an independent Contractor, working under their own supervision and direction and is not a representative or employee of the Wyandotte Creek GSA. The Respondent agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
- e) The opening of proposals in response to this Solicitation is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.
- f) The successful Respondent must be prepared to begin work promptly following execution of the contract and is expected to complete the Project(s) in its entirety.
- g) Issuance of this Solicitation in no way constitutes a commitment by the GSA to award a contract. If the GSA determines it is in its best interest to do so, no Respondent may be selected and no contract may be executed.
- h) Upon acceptable negotiations and contract award, the Respondent shall be required to execute the standard GSA Contract as provided in Exhibit A and comply with GSA insurance requirements. The GSA may modify the contractual requirements of the contract prior to execution of a contract for services.
- i) The GSA reserves the right to request additional information from Respondents that have submitted a response to this Solicitation and to enter into negotiations with more than one Respondent should a contract be awarded or to award a purchase order or contract to the Respondent(s) with the most favorable quotation without conducting negotiations. The GSA reserves the right to award more than one contract if it is in the best interest of the GSA.

- j) The GSA reserves the right to reject any or all submittals received if the GSA determines that it is in its best interest to do so. Further, the GSA may cancel or amend this Solicitation at any time and may submit similar solicitations in the future.
- k) The GSA may reject any submittal that does not meet all of the mandatory requirements of this Solicitation, is conditional or is incomplete.
- l) The GSA may request clarification of any submitted information and may request additional information on any or all responses provided and may waive minor inconsistencies deemed to be irrelevant.
- m) Firms that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the GSA Project Manager (530) 552-3591. Debriefings may be conducted via telephone, email or during a face-to-face meeting at the GSA offices in Oroville, California.
- n) Firms that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the GSA legal counsel via email at bcwater@buttecounty.net. All protests must be made in writing, submitted by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Respondent's capabilities, project characteristics and/or pricing features that were not included in the firm's proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved firm knows or should have known of the facts giving rise thereto or within seven working days following the debriefing.
- o) The withdrawal of any submittal must be made in writing prior to the required submission date and time, and must be signed by an authorized representative of the firm. An error in the submission may cause the rejection of that submittal. However, the firm may reissue a new or modified submittal prior to the date and time required for submission.

10) MODEL CONTRACT

The firm selected shall be expected to execute a contract substantially as the one shown as **Exhibit A**. However, GSA reserves the right to substitute Exhibit A, Model Contract with a different template if deemed necessary.

11) DISCLOSURE OF INFORMATION

All information and materials submitted to the GSA in response to this RFP may be reproduced by the GSA for the purpose of providing copies to authorized GSA designees involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Bid awards are a matter of public record. Once a Contract is executed, proposals submitted in response to this RFP are subject to public disclosure as required by law. Your submission of a proposal is considered your consent to the GSA's disclosure of the proposal. The GSA shall not be liable for disclosure of any information or records related to this procurement.

Exhibit A
MODEL CONTRACT

Wyandotte Creek Groundwater Sustainability Agency
Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between the Wyandotte Creek Groundwater Sustainability Agency, a joint powers authority (“GSA”), and _____, a _____ ***[Insert type and jurisdiction of entity]*** (“Contractor”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 GSA shall pay to Contractor a fee based on ***[check one]***:

___ Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

___ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$_____ ***[delete this sentence if not applicable]***. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by GSA. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to GSA an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, GSA shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must

complete the Work in accordance with the specified schedule or deadline, which may be extended by GSA for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by GSA upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by GSA based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. GSA has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

[The paragraphs in section 4.2 can be replaced with "Intentionally omitted" if the GSA is not requiring the Contractor to designate key personnel.]

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: ***[Describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A.]*** Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify GSA and shall, subject to GSA's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by GSA to evaluate the proposed substitution. GSA shall evaluate Contractor's request and promptly notify Contractor of its decision in writing.

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and GSA's conflict of interest code because Contractor will perform the Work independent of the control and direction of the GSA, any of its member agencies, or of any GSA or GSA member agency official, other than normal contract monitoring, and Contractor possesses no authority with respect to any GSA decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. GSA may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to GSA ("Work Product") shall be the property of GSA, and GSA shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without GSA's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, GSA reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If GSA reuses or modifies any Work Product for a use or purpose other than that intended by

the scope of work under this Agreement, then GSA shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to GSA in paper format, upon request by GSA at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to GSA in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

[The paragraphs in this section can be replaced with the phrase “Intentionally omitted” if the GSA will not provide any confidential information to the Contractor.]

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the GSA or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by GSA. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by GSA. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the GSA or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, GSA policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than GSA or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the GSA, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the GSA that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any GSA facility, plant, building, structure, utility system or other property (“GSA Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any GSA Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on GSA machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at

<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to GSA up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to GSA the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

d. ***[This paragraph may be replaced with "Intentionally omitted" if the Work is not subject to a grant or loan agreement]*** Contractor may perform some of the Work pursuant to funding provided to the GSA by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on GSA and its sub-recipients (the "Funding Conditions"). For any such Work, if GSA informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to GSA's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless GSA, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the

sole negligence or willful misconduct of GSA or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work's overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name GSA, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. GSA's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to GSA. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to GSA. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of GSA for the Work performed by Contractor.

11.2 **Proof of Insurance.** Upon request, Contractor shall provide to GSA the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 **General Provisions**

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to GSA is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not GSA or GSA member agency employees, and they are not entitled to GSA or GSA member agency employment salary, wages or benefits. Contractor shall pay, and GSA shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify GSA, GSA member agencies, and its officers, employees, volunteers and agents or the officers, employees, volunteers and agents of its member agencies from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without GSA's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to GSA in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by GSA to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where GSA's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

GSA:

Wyandotte Creek Groundwater Sustainability Agency

Attn: _____

Wyandotte Creek Groundwater Sustainability Agency, 308 Nelson Avenue, Oroville,
CA 95965

E-mail: _____

Contractor:

Attn: _____

E-mail: _____

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 Signatures and Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Wyandotte Creek Groundwater Sustainability Agency:

Dated: _____

By: _____

[Name/Title]

[Name of Contractor]:

Dated: _____

By: _____

[Name/Title]

Exhibit B

WORK PLANS FOR THE SGM GRANT FUNDED PROJECTS

Project 1: GSP Data Gaps and Refinements

Project 1 consists of installing monitoring sites and dedicated monitoring equipment to expand the understanding of basin conditions and address data gaps related to groundwater conditions, shallow monitoring and stream gages, domestic well database, and Groundwater Dependent Ecosystems (GDEs). Activities will be coordinated with neighboring subbasins. Tasks also include modifying the GSP in response to the DWR Determination letter, refining and developing an approach to the interconnected surface water SMC, completing the Periodic Evaluation and conducting an Outreach Program through the GSA to engage the public and stakeholders as the GSP is amended, data gaps are filled, and projects and management actions progress. Project progress will be shared with the public and stakeholders through meetings of the Wyandotte Creek GSA and communications to the subbasin's interested parties list.

Category (a): Grant Administration

Not applicable to this Project

Category (b): Environmental / Engineering / Design

Task 1: Landowner Access Agreement/Site Access

Acquire landowner access agreement(s) required to install monitoring wells, piezometers, and stream gages if applicable. Ensure adequate long-term access for construction and maintenance of the well, piezometer, or stream gage.

Deliverables:

- Landowner access agreement(s)

Task 2: Multi-Completion Monitoring Wells Planning

Conduct planning and design activities associated with the multi-completion monitoring well installation within the Subbasin. Perform a technical assessment of potential monitoring well locations, associated costs, and landowner participation to determine the final number and location of monitoring wells to be installed, and the final number of completions to be included in each monitoring well.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement.

Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Acquire necessary permits and coordination agreements, as required.

Prepare preliminary design plans, as required. Submit design plans and specifications to the DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.

Prepare finalized design plans and specifications. Prepare bid documents, including the invitation to bid, instructions to bidders, bid forms, and descriptions of bid items. Publicly advertise bid in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed and a recommendation for award made. Send a Notice of Intent to Award to the selected bidder(s). Submit a Notice(s) to Award and Notice(s) to Proceed.

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Map of approved locations for monitoring wells
- All CEQA and NEPA documents
- All required permits
- Preliminary and final design plans and specifications
- Proof of Advertisement
- Bid Documentation
- Notice of Award
- Notice to Proceed

Task 3: Shallow Wells and Stream Gages Planning

Conduct planning and design activities associated with the shallow well or piezometer and stream gage installation/maintenance within the Subbasin. Perform a technical assessment of potential monitoring locations, associated costs, and landowner participation to determine the final number and location of sites to be installed, as well as the final number of stream gages to be installed.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin and no costs for Category (c) may be incurred until a exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA

responsible agency obligations and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement.

Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed, and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Acquire necessary permits and coordination agreements

Prepare preliminary design plans, as required. Submit design plans and specifications to the DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.

Prepare finalized design plans and specifications. Prepare bid documents, including the invitation to bid, instructions to bidders, bid forms, and descriptions of bid items. Publicly advertise bid in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed and a recommendation for award made. Send a Notice of Intent to Award to the selected bidder(s). Submit a Notice(s) to Award and Notice(s) to Proceed.

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Map of approved locations for shallow wells, piezometers, and stream gages
- All CEQA and NEPA documents, as required
- All permits, as required
- Preliminary and final design plans and specifications
- Proof of Advertisement
- Bid Documentation
- Notice of Award
- Notice to Proceed

Category (c): Implementation / Construction

Task 4: Multi-Completion Monitoring Wells Installation

Install up to five (5) multi-completion monitoring wells. Install two (2) to four (4) vertical zones per well. Base the final well locations and designs, including the number of screen intervals, on the HCM, water conditions and available budget, and access agreements.

Deliverables:

- Summaries of activities and photo documentation pre-construction, construction and post construction to include in the associated quarterly Progress Reports
- Record drawings
- Well completion reports

- Proof of equipment and materials purchased
- Certification of Completion Letter
- Acknowledgement of Credit signage
- Well installation report outlining all installation activities and acquired data during installation

Task 5: Shallow Wells and Stream Gages Installation

Install ten (10) new interconnected surface water monitoring sites. Ensure each stream gage installed will be paired with three (3) new shallow monitoring wells. Base the final well locations and designs, including the number of screen intervals, on the HCM, water conditions and available budget.

Deliverables:

- Summaries of activities and photo documentation pre-construction, construction and post construction to include in the associated quarterly Progress Reports
- Record drawings
- Well completion reports
- Proof of equipment and materials purchased
- Certification of Completion Letter
- Acknowledgement of Credit signage
- Surface and groundwater monitoring site summary report outlining all equipment installation activities and data acquired during installation

Category (d): Monitoring / Assessment

Task 6: Response to DWR GSP Determination

Modify the GSP, as required, in response to DWR’s determination letter received in July 2023. Draft amended GSP will be made available for public review and comment.

Deliverables:

- Draft Amended GSP

Task 7: Develop Approach for Interconnected Surface Water Sustainable Management Criteria (ISW SMC)

Coordinate with the region and provide technical work toward refining the SMC for Interconnected Surface Water to address DWR comments on the GSP related to the technical approach for the use of groundwater levels as proxies for measurable objectives and minimum thresholds in the GSP. Utilize new data to fill initial data gaps and develop a refined approach to set the Interconnected Surface Water SMC for the updated GSP.

Deliverables:

- Technical Memorandum summarizing the data evaluation and detailing the approach used to set ISW SMC in the Wyandotte Creek GSP

Task 8: Draft Periodic Evaluation of the GSP

Develop the Periodic Evaluation to accompany the amended GSP, for submittal to DWR before January 2027, as part of the required 5-year Periodic Evaluation. The draft Periodic Evaluation will be made available for public review and comment.

Deliverables:

- Draft Periodic Evaluation
- Board meeting presentations on GSP evaluation and update progress and findings

Task 9: GDE Biological Field Surveys

Develop an updated field-based survey of potential GDEs to better understand current and cyclical GDE trends as well as to improve estimation of interconnected surface water in the Subbasin. Conduct data collection using field mapping techniques supplemented by desktop research conducted during a planning phase. Compare these GDE estimates to potential GDE information provided in the GSP for consistency and update the comprehensive basin-wide dataset of GDEs.

Deliverables:

- Work Plan
- Technical Memorandum

Task 10: Create Community Monitoring Plan and Equip Volunteer Wells with Monitoring Equipment

Create a monitoring program plan for domestic well owners. Include methods for outreach and engagement, identify and meet education needs, identify methods for data management, and plan implementation. Purchase necessary monitoring equipment to track water levels in 25 domestic wells. Engage with domestic well owners who have volunteered to participate and install equipment necessary for monitoring.

Deliverables:

- Community Monitoring Plan
- Well Monitoring Equipment Summary Technical Memorandum

Task 11: Community Monitoring Data and Visualization

Enhance the existing DMS to house the water levels collected as part of the community monitoring program. Include the capability for the DMS to produce materials of the status of subbasin sustainability for interested parties. Create a user interface with new or existing front-end software needed to visually communicate the water levels.

Deliverables:

- Link to DMS and visualizations hosted on the Wyandotte Creek GSA website

Category (e): Engagement / Outreach

Task 12: Community Monitoring Program Engagement and Education

Perform public engagement through workshops designed to educate participants in the community monitoring program. Inform interested parties about implementation progress through continued GSP-related outreach, relevant reports, and data. Hold workshops to discuss the program and hear suggestions, questions, and concerns of the community.

Deliverables:

- Meeting and/or workshop agendas, minutes/meeting summaries, and presentation materials

All education and outreach materials

Task 13: Inter-basin Coordination- Monitoring Network

Participate in meetings with neighboring subbasins/GSAs to coordinate planning and monitoring well and stream gage site locations.

Deliverables:

- Meeting and/or workshop agendas

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$60,000
(c) Implementation / Construction	\$1,200,000
(d) Monitoring / Assessment	\$503,750
(e) Engagement / Outreach	\$45,000
Total:	\$1,808,750

Project 2: Regional Conjunctive Use Project

Project 2 consists of three phases: (1) Intra-Basin Water Exchange Feasibility Study, (2) Agricultural Surface Water Supplies Feasibility Study, and (3) Agricultural Irrigation Efficiency. Phase 1, Intra-Basin Water Exchange Feasibility Study, will focus on working with water purveyors with service areas within and outside the Subbasin to enhance their ability to divert supply and make it available to agricultural users within the subbasin. The focus will be on Thermalito Water and Sewer District and South Feather Water and Agency. Phase 2, Agricultural Surface Water Supplies Feasibility Study, is intended to evaluate the feasibility of utilizing existing surface water available in the region (as identified in Phase 1) for agricultural users in the Wyandotte Creek subbasin and will identify parcels that could be served and infrastructure needs to expand use of surface water. Phase 3, Agricultural Irrigation Efficiency will improve subbasin sustainability related to groundwater levels and groundwater storage by decreasing consumptive use (i.e., evaporation and transpiration or ET) by applying ET-based water management principles of precision irrigation and ET monitoring.

Category (a): Grant Administration

Not applicable to this Project

Category (b): Environmental / Engineering / Design

Task 1: Intra-Basin Water Exchange Feasibility Study: Planning and Feasibility

Conduct planning and design activities associated with water exchange from intra-basin sources such as the Thermalito Water and Sewer District and/or South Feather Water and Power Agency.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence.

Acquire necessary permits and coordination agreements required for expansion of water purveyors exchanges.

Prepare preliminary water exchange agreements.

Complete feasibility study associated with intra-basin water exchanges to identify CEQA and NEPA requirements, required permits, and assess effectiveness of the program.

Deliverables:

- Feasibility Study Summary Report
- Required CEQA and NEPA Documents
- Required Permits
- Draft Water Exchange Agreements

Task 2: Agricultural Surface Water Supplies Feasibility Study: Planning and Feasibility

Conduct planning, and design activities associated with the increased use of surface water for agricultural use for in-lieu recharge. Conduct feasibility study that will identify potential agricultural users who could use surface water supply in-lieu of groundwater supply. Agricultural

users may need dual irrigation systems that allow them to use surface water and switch to groundwater when surface water is not available. The study would also investigate the feasibility of these dual source irrigation systems, identify required environmental documents and permits for the project, and create preliminary design plans for any infrastructure updates needed for implementation.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Acquire necessary permits and coordination agreements required for expansion of water purveyors' exchanges.

Deliverables:

- Feasibility Study Summary Report
- Required CEQA and NEPA Documents
- Required Permits
- Preliminary design plans for infrastructure to support in-lieu recharge in the subbasin

Task 3: Agricultural Irrigation Efficiency Piloting Program: Planning and Feasibility

Perform comprehensive field-scale ground-based inventory of irrigation methods, crops, and water sources in the Wyandotte Subbasin. Review state of the art precision irrigation technology. Select the most appropriate precision irrigation technology. Conduct feasibility study and develop precision irrigation piloting program for the Wyandotte Subbasin, including summary of ground-based inventory.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Acquire necessary permits and coordination agreements required for expansion of water purveyors exchanges.

Prepare preliminary design plans, as required. Submit design plans and specifications to the DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.

Deliverables:

- Feasibility Study Summary Report, including geospatial maps of results from field-scale ground-based inventory of irrigation methods, crops, and water sources for the Subbasin
- Agricultural irrigation efficiency pilot program plan
- Required CEQA and NEPA Documents
- Required Permits

Category (c): Implementation / Construction

Task 4: Implement Agricultural Irrigation Efficiency Pilot Program

Conduct activities associated with the precision irrigation pilot program plan developed as part of Task 3 with agricultural and academic partner cooperation. Disseminate remotely sensed ET to the Subbasin agricultural stakeholders.

Deliverables:

- Summaries of activities and photo documentation pre-construction, construction and post construction to include in the associated quarterly Progress Reports
- Proof of equipment and materials purchased
- Acknowledgement of Credit signage

Category (d): Monitoring / Assessment

Task 5: Assessment of Precision Irrigation Pilot Program

Measure and assess results of the Agricultural Irrigation Efficiency pilot program.

Deliverables:

- Implementation Summary Report summarizing results of the Agricultural Irrigation Efficiency pilot program

Category (e): Engagement / Outreach

Perform grower engagement through workshops designed to educate participants on the three phases of the Project. Inform interested parties about study and pilot program progress through continued GSP-related outreach, relevant reports, and data. Develop public information materials to be distributed informing the public of the program and how they can participate. Hold workshops to discuss the program and hear the suggestions, questions, and concerns of the community.

Deliverables:

- Meeting and/or workshop agendas, minutes, and presentation materials

Project 2 Budget

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$270,000
(c) Implementation / Construction	\$80,000
(d) Monitoring / Assessment	\$20,000
(e) Engagement / Outreach	\$10,000
Total:	\$380,000