

Request for Proposal
for the
Preparation of the Bear Valley Basin
Groundwater Sustainability Plan

August 29, 2019

Proposal Due Date: September 27, 2019

Bear Valley Basin Groundwater Sustainability Agency



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I. Introduction

In September 2014, the Sustainable Groundwater Management Act (SGMA) was signed into law and codified at California Water Code, § 10720 et seq. The legislative intent of the SGMA is to, among other goals, provide for sustainable management of groundwater basins and sub-basins defined by the California Department of Water Resources (DWR), to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide specified local agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater.

In May 2017, in accordance with California Water code § 10723(a), the Bear Valley Basin Groundwater Sustainability Agency (BVBGSA) was formed as a local Groundwater Sustainability Agency (GSA) by way of a joint powers agreement for the Bear Valley Basin (Basin). The BVBGSA is a “local agency” comprised of the Big Bear City Community Services District (BBCCSD), the City of Big Bear Lake Department of Water and Power (BBLDWP or DWP), and the Big Bear Municipal Water District (BBMWD). In October 2017, the Big Bear Area Regional Wastewater Agency (BBARWA) was added to the BVBGSA.

The SGMA requires GSAs in high and medium priority basins to develop and implement a Groundwater Sustainability Plan (GSP). The GSPs are detailed road maps for how groundwater basins will reach long term sustainability. According to the DWR in the DWR Bulletin 118, No. 8-009, the Basin was identified as unadjudicated and designated as a medium priority basin. As such, the BVBGSA was required to develop and implement a GSP.

In October 2017, the BVBGSA authorized a grant application to obtain grant funding from the DWR under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code, § 79700 et seq.) to prepare a GSP for the Basin.

II. Scope of Work

This scope of this project is the preparation of the Bear Valley Basin GSP. The GSP will meet the requirement of Title 23 California Code of Regulations, § 350 through 358.6 and the SGMA (Water Code § 10720 et seq.) as well as subsequent amendments or requirements set forth by the DWR within the GSP development timeframe. The GSP will include a description of the: (1) plan area; (2) basin setting; (3) sustainability management criteria; (4) monitoring program; (5) projects and management actions to achieve sustainability within twenty (20) years; and (6) GSP implementation. It shall meet all procedural and substantive requirements identified in GSP regulations and be completed before May 31, 2020.

Under Water Code § 10723.2, the BVBGSA is to consider the interests of all beneficial uses and users of groundwater in developing and implementing a GSP for the Basin. The BVBGSA has identified the following uses and users whose interest will be considered during the development and operation of the BVBGSA and the development and implementation of the GSP through stakeholder outreach and other mechanisms established by the BVBGSA:

1. Holders of Overlying Groundwater Rights
 - Mooncamp Private Well Owners
 - Baldwin Lake Private Well Owners
 - Camp Whittle
 - Camp Oaks
 - Big Bear Shores RV Resort
2. Municipal Well Operators
 - Big Bear City Community Services District
 - City of Big Bear Lake, Department of Water and Power
3. Public Water Systems
 - God’s Country Water Co., LLC
 - North Shore Mutual Water Company
 - The BVBGSA/JPA Member Agencies
 - Big Bear Municipal Water District
 - Big Bear City Community Services District
 - City of Big Bear Lake, Department of Water and Power
 - Big Bear Area Regional Wastewater Agency
4. Local Land Use Planning Agencies
 - City of Big Bear Lake
 - County of San Bernardino
5. Environmental Users of Groundwater
 - Big Bear Area Regional Wastewater Agency
6. Surface Water Users
 - Bear Valley Mutual Water Company
 - Snow Summit and Bear Mountain Ski Resorts
7. The Federal Government
 - United States Forest Service
8. California Native American Tribes
 - San Manuel Band of Mission Indians
 - Morongo Band of Mission Indians
 - Cahuilla Band of Mission Indians
9. Disadvantaged Communities
 - City of Big Bear Lake
 - County of San Bernardino
10. CASGEM Agencies
 - City of Big Bear Lake, Department of Water and Power
 - Big Bear City Community Services District

Successful implementation of the Project will result in the development of a GSP that can be used as tool to reasonably and equitably manage the Basin to protect and enhance Basin health by identifying a 20-year sustainability goal and the efforts needed to meet that objective. The GSP sub-objectives are the following:

1. Organize and expand existing datasets into a comprehensive, systematic database to effectively support ongoing collection and analysis of hydrogeological data within the entire Basin.
2. Build upon existing management practices and formalize a standard methodology for the regular analysis and reporting of hydrogeological data to enable informed management decisions regarding groundwater production and water conservation targets within the BVBGSA service area.
3. Identify a 20-year sustainability goal for the Basin and develop an implementation plan with projects and management actions to achieve this goal.

Work Plan

The Work Plan of the GSP will build upon the existing Ground Water Monitoring and Management Plan (GWMP) developed by the DWP and include the following tasks:

Task 1: Project Management

1.1 Project Management, Progress Reports and Grant Reporting

- Track and update schedule and budget, as well as provide progress updates to the BVBGSA, interested parties, and the DWR.
- Submit quarterly progress and final reports to the DWR.
- Coordinate with the BVBGSA staff and other outside individuals and agencies with relevant information for GSP development.

Deliverable(s)

- Monthly, quarterly, and final progress reports

1.2 GSP Presentations and Document Review Meetings

- Plan, organize, and conduct calls, meetings and presentations with the BVBGSA for internal review of the GSP development and deliverables.
- Plan, organize, and conduct calls, meetings and presentations with the BVBGSA and interested parties for external review of the GSP development and deliverables. It is anticipated that there will be up to three (3) meetings.

Deliverable(s)

- Agendas and meeting materials

Task 2: Data Compilation and Organization

2.1 Data Requests and Review

- Update and verify existing datasets and organize into a systematic project database to support hydrogeological analyses, conceptual model development, and evaluation of sustainability indicators. The task organizes, updates and expands existing databases including but not limited to:

- Climate and hydrological information (e.g., rainfall amounts, evapotranspiration (ET), surface water flows)
 - Soils, topography, geology
 - Land use mapping
 - Water supply sources and deliveries
 - Hydrogeologic data: well construction data, geologic logs, pumping test information
 - Well locations
 - Groundwater users, uses, and measured and estimated pumping
 - Groundwater levels
 - Water quality data
 - Aquifers and aquitards
 - Streamflow data
 - Satellite imagery
- Conduct a preliminary search for publicly available relevant materials and documents to support GSP development and compile necessary references, including published literature, local agency studies (e.g., water recycling) and planning documents such as the GWMP and General Plans. A list of technical studies and references will be maintained throughout the GSP preparation. Referenced materials that are not generally available to the public would be compiled electronically for submittal to the DWR as identified in **Reg. § 354.4**. Referenced documents are anticipated to include:
- 2003 Groundwater Monitoring and Management Plan
 - BBLDWP and BBCCSD 2015 Urban Water Management Plans
 - Geohydrology of Big Bear Valley, California: Phase 1 – Geologic Framework, Recharge, and Preliminary Assessment of the Source and Age of Groundwater, USGS 2012
 - DWP Technical Review Team meeting materials and minutes
 - 1999 Perennial Yield Study, Geoscience
 - 2001 Perennial Yield Update for DWP, Geoscience
 - 2006 Perennial Yield Update for DWP, Geoscience
 - USGS Perennial Yield Study
 - 2017 Shay Pond Study for CDFW, Harder (includes Erwin subunit water budget)
 - Lake William and North Shore studies
 - Bear Valley Water Sustainability Study, WSC 2016
 - Recycled Water Master Plan, Final Draft Report, CH2MHill 2005
 - City of Big Bear Lake General Plan
 - County of San Bernardino General Plan
- A data request log will be used to track remaining data needs.

Deliverable(s)

- GSP supporting data and document database.
- Data request log(s).

2.2 Organize Data Management System

- Develop a data management system (DMS) capable of storing and reporting information relevant to development or implementation of the GSP by **Reg. § 352.6**. This task would

begin with initial data collection efforts and review of existing monitoring programs (Task 2.1) and would be linked closely to development of the monitoring program (Task 3.4), including consistency with the goals and objectives defined for the monitoring program. The DMS will be comprised of Microsoft Excel and/or Microsoft Access databases as well as Geographic Information System (GIS) geodatabases.

Deliverable(s)

- DMS

Task 3: Plan Contents Preparation

3.1 Introduction and Administrative Information

- Document the BVBGSA's legal authorities, and the organization and management structure through which the BVBGSA will prepare the GSP. Summarize an estimate of the costs to implement the GSP and how the BVBGSA plans to meet those costs as identified in Task 5. This step would fulfill requirements of the GSP regulations contained in **Reg. § 354.2-354.6**.

Deliverable(s)

- See Task 5

3.2 Plan Area and Basin Setting

3.2.1 Description of plan area

- Identify the state, federal, and local agencies in the Basin and describe the authority of each relating to water resources and land use. Develop GIS maps and summarize information on jurisdictions, water purveyor service area, wells in the Basin, and existing land use designations, etc., as detailed in **Reg. § 354.8 a, b**.
- Identify existing monitoring and management programs (**Reg. § 354.8 c, d, e**) and provide a description of how such programs may be incorporated into the GSP, including preliminary evaluation of monitoring networks, data gaps and monitoring protocols and standards. Describe how the BVBGSA will conduct monitoring in the future. Compilation of data and information must adhere to applicable standards for data, reporting, monitoring, and GIS, when applicable (**Reg. § 352**).
- Summarize General Plans, specific plans, and other planning documents affecting land use and water use (**Reg. § 354.6 f**) considering the following: (1) how the land use plans could affect the ability of the BVBGSA 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 BVBGSA to achieve sustainable management. Additionally, summarize the San Bernardino County (County) well permitting process, local well ordinances, and relevant zoning codes and policies that have been adopted by the County.
- Summarize management elements that may be included per **Reg. § 354.8 g**.

Deliverable(s)

- See Task 5

3.2.2 *Basin setting*

- **Hydrogeologic Conceptual Model (HCM)**

Utilize existing descriptions, cross-sections, and maps to summarize the HCM. 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. Develop scaled cross sections as required by **Reg. § 354.14 (c)**. Develop maps as required by **Reg. § 354.14 (d)**.

- **Groundwater Conditions**

Use the best available information to document groundwater elevations, groundwater storage, groundwater quality, land subsidence, interconnected surface water systems and groundwater-dependent ecosystems as required by **Reg. § 354.16**. Seawater intrusion is not applicable.

Document groundwater levels (**Reg. § 354.16 (a)**), which are primary indicators of groundwater conditions (and eventual sustainability). Prepare hydrographs in accordance with GSP requirements and to fill critical data gaps. Electronic hydrographs will be submitted to the DWR.

Document groundwater quality (**Reg. § 354.16 (d)**).

Document interconnected surface water systems and groundwater dependent ecosystems (GDEs). In addition, **Reg. § 354.16 (f)** calls for an estimate of the quantity and timing of surface water depletions. Document information available on subsidence (**Reg § 354.16 (e)**).

- **Prepare Water Budgets**

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

- Descriptions 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 groundwater supply used or available or groundwater recharge or in-lieu use
- Water budget information needs to be reported in clear and concise tabular and graphical form

Additionally, define the geographic area, groundwater storage, volume and study period(s) used in the water budget analysis.

Quantify basin balance, identify overdraft when and where it occurs, and estimate sustainable yield. (**Reg. § 354.18 (b)**).

3.3 Sustainable Management Criteria

- Utilize the hydrogeologic conceptual model, groundwater conditions, and water budgets to define and evaluate sustainability for the Basin per the requirements for developing sustainable Management Criteria as provided in **Reg. Sub article 3, § 354.22 - § 354.30**. Define the sustainability goal, undesirable results, minimum thresholds, measurable objectives and milestones.

- **Sustainability Goal**

Define how groundwater may be managed over the 20-year planning and implementation horizon that culminates in the absence of undesirable results. Summarize information from Task 3.2.2 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. It is anticipated that this will be based on the previously established sustainable management framework that is currently being implemented by the DWP Technical Review Team.

- **Undesirable Results**

Define undesirable results (**Reg. § 354.26**), by evaluating 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 contaminate migration
- Land subsidence
- Depletion of connected surface water with adverse impacts on beneficial uses

- **Minimum Thresholds**

Quantify minimum thresholds (**Reg. § 354.28**) for each sustainability indicator to define undesirable results. Describe each minimum threshold including: 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.

- **Measurable Objectives**

Establish measurable objectives (**Reg. § 354.30**), or quantifiable goals for the maintenance or improvement of specified groundwater conditions related to each sustainability indicator to achieve the sustainability goal. Establish measurable objectives using the same metrics as for minimum thresholds.

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.

Deliverable(s)

- See Task 5

3.4 Monitoring Network

- Summarize the development of monitoring networks and protocols for the GSP as provided by **Sub article 4 Monitoring Networks** and **Reg. § 352.2 Monitoring Protocols**. Best Management Practices (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.

Describe the monitoring program and how to monitor for each sustainability indicator as provided by **Reg. § 354.34**. 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 links to the corresponding sustainability indicators, minimum thresholds, measurable objectives, and milestones. Incorporate streamlining as allowed through Representative Monitoring and use of groundwater levels as proxies (**Reg. § 354.36**).

Describe Monitoring Protocols for data collection and monitoring (**Reg. § 352.2**). Provide descriptions of the regular review, assessment and improvement of the Monitoring Network (**Reg. § 354.38**) including filling data gaps and a five year assessment.

Deliverable(s)

- See Task 5

3.5 Projects and Management Actions

- Develop an implementation program to meet the sustainability goal as provided by **Reg. § 354.44**. Describe projects (herein including management actions, programs, and projects) considering 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, describe the steps to identify projects, provide screening against to-be-defined criteria, conduct feasibility evaluation and ranking, and select/prioritize projects for implementation.

The BVBGSA entities are currently developing the Replenish Big Bear Project, which includes a groundwater recharge component, and will be documented in the GSP.

Deliverable(s)

- See Task 5

Task 4: Outreach and Stakeholder Plan

- Plan, organize, and conduct calls, meetings, and presentations with the interested parties including groundwater users, stakeholders, and the general public, to inform parties about the project progress and relevant reports and data. Materials will be disseminated to these parties in advance of the meetings to allow sufficient time to review. It is anticipated that there will be up to three (3) meetings.

Deliverable(s)

- Agendas and meeting materials
- Summarize activities involving notification and communication by the BVBGSA with interested parties including a list of public meetings regarding the GSP and comments received. Develop a Communication Section providing the details required in **Reg. § 354.10(d)** including:
 - An explanation of the BVBGSA's decision making process
 - Identification of opportunities for public engagement and a discussion of how public input and response will be used
 - A description of how the BVBGSA encourages the active involvement of diverse social, cultural, and economic elements of the population within the Basin
 - The method the BVBGSA shall follow to inform the public about progress implementing the GSP, including the status of projects and actions

Deliverables

- See Task 5

Task 5 Plan Implementation

- Develop the steps, schedule, and a fiscal strategy for implementing the GSP. Describe an estimate of GSP implementation costs (**Reg. § 354.6**), a schedule for implementation, a plan for required annual reporting, and a process for required periodic evaluations.
- Environmental compliance and permitting is not anticipated to be applicable to this Project because it is not approving any specific projects or authorizing any further activities. Any projects identified in Task 3.5 will undergo separate environmental compliance and permitting as required for the specific project. Furthermore, the GSP is exempt from CEQA review pursuant to State CEQA Guidelines sections 15307 and 15308 as an action authorized

by state law and taken by a regulatory agency that will assure the maintenance, restoration, or enhancement of a natural resource and the environment.

Deliverables

- Agendas and meeting materials.

Task 6 GSP Document Preparation

6.1 Prepare the Administrative Draft GSP

- Summarize and document the work from previous tasks in one compiled document. This document will only be circulated within the BVBGSA agencies and select interested parties.
- The Administrative Draft GSP should contain the following chapters:
 - Introduction and Administrative Information Chapter
 - Plan Area Chapter
 - Basin Setting, Water Budget and Sustainable Yield Chapter
 - Sustainable Management Criteria Chapter
 - Monitoring Network Chapter
 - Projects and Management Actions Chapter
 - Plan Implementation Chapter

Deliverables

- Administrative Draft GSP

6.2 Prepare the Draft GSP

- Revise based on comments on the Administrative Draft GSP and new information. This document will be circulated amongst the BVBGSA agencies, interested parties, and the general public.
- Hold a public hearing on the Draft GSP.

Deliverables

- Draft GSP
- Public hearing on the Draft GSP.

6.3 Prepare the Final Draft GSP

- Revised based on comments on the Draft GSP, public hearing, and new information.
- Compile necessary supporting documentation, submit to the DWR and all relevant interested parties. This document will be circulated amongst the BVBGSA agencies, interested parties, and the general public.

Deliverables

- Final Draft GSP and relevant supporting documentation
- Submittal of the Final Draft GSP to the DWR

III. Program Schedule

A proposed schedule is shown below:

- Proposals Due: September 27, 2019
- Possible Interviews: October 2-4, 2019
- Board Adoption of Consulting Firm: October 2019
- GSP Kick-off Meeting: October 2019
- Administrative Draft of the GSP: May 2020
- BVBGSA Adoption of the Final Draft GSP: June 2020
- Final Draft GSP Submittal to the DWR: June 2020

The above scheduled dates are tentative and the BVBGSA retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind the BVBGSA to award a contract and the BVBGSA retains the sole discretion to cancel or modify any part of or all the RFP at any time.

IV. Questions Regarding This RFP

Any relevant questions concerning this RFP shall be directed in writing to Reggie Lamson at rlamson@bbldwp.com prior to **3:00 p.m. September 20, 2019**. Answers to questions will be sent by September 24, 2019 to all prospective respondents and uploaded to BVBGSA's website: www.bvbgsa.org. No answers will be given on an individual basis.

V. Proposal Requirements

Proposals submitted in response to this request shall not exceed 30 pages in its entirety, including appendices and all collateral materials.

1. Firm Profile The proposal shall include the consultant's office location, number of employees, years in business and specialized capabilities relating to groundwater consulting and groundwater sustainability
2. Experience, Qualifications, and References The proposal shall include the consultant's work experience and qualifications to perform the services outlined in the RFP as well as, past clients and projects related or similar to the scope of work for this RFP. Past client information must include project scope; project dates; project budget; and current contact information for a client representative. References may be contacted.
3. Proposed Approach The proposal shall contain the consultant's proposed approach to prepare the GSP including development of the Outreach and Communications Plan, the development of the Technical Memorandum describing the DMS, and the development of the final draft GSP.
4. Schedule The proposal shall include a detailed schedule to complete the final draft GSP, based on the schedule given in Section III of this RFP.

5. Fee Proposal The proposal shall contain detailed and specific cost pricing information relative to performing all tasks described in this RFP. The fee proposal shall be submitted in a sealed separate envelope.

VI. Selection Criteria

The proposals will be evaluated based on the following criteria:

- Responsiveness to the RFP (10%)
- Related Company and Staff Experience to Similar Projects (20%)
- Project Understanding (40%)
- Approach and Schedule for the Requested Services (20%)
- Fee for the Requested Services (10%)

Proposals will be examined for compliance with all the requirements of this RFP. Proposals that do not comply may be subject to disqualification without further consideration in the BVBGSA's sole discretion.

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

In submitting a proposal in response to this RFP, each consultant is certifying that it takes no exceptions to this RFP including, but not limited to, the attached Sample 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, each consultant is directed to carefully review this RFP, the Sample Agreement and the insurance and indemnification provisions therein.

BVBGSA reserves the right to reject any or all proposals, select by proposal review only or interview as needed. Consultants may be selected to make an in-person brief presentation after which a final selection will be made. The successful consultant will be selected based on information provided in response to the RFP, in-person presentations, if needed, and the results of the BVBGSA's research and investigation.

The BVBGSA reserves the right to cancel this RFP at any time prior to the award of a contract 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 BVBGSA to award a contract. The BVBGSA expressly reserves 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 consultant concurrently, or to cancel all or part of this RFP.

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 the BVBGSA and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code § 6250 et seq.) until either the BVBGSA and the successful consultant have entered into an agreement or the BVBGSA has rejected all proposals. All correspondence with the BVBGSA including responses to this RFP will become the exclusive property of the BVBGSA and will become public records under the California Public Records Act. Furthermore, the BVBGSA will have no liability to the consultant or other party as a result of any public disclosure of any proposal or the agreement.

If a consultant desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the consultant 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 consultant submits trade secret information, the Consultant 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 BVBGSA may not be in a position to establish that the information a consultant submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, The BVBGSA will provide consultants who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

Consultants may protest a contract award if the consultant believes that the award was inconsistent with BVBGSA policy or this RFP is not in compliance with law. A protest must be filed in writing with the BVBGSA (email is not acceptable) within five (5) business days after receipt of notification of contract award. Any protest submitted after 2:00 p.m. of the fifth (5th) business day after notification of contract award will be rejected by the BVBGSA as invalid and the consultant’s failure to timely file a protest will waive the consultant’s right to protest the contract award. The consultant’s protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the consultant for purposes of the protest. Any matters not set forth in the protest shall be deemed waived. The BVBGSA will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. Action by the BVBGSA relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth herein are mandatory and are the consultant’s sole and exclusive remedy in the event of protest.

Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings related to the same.

VII. Interview (if needed)

The proposed key personnel from a short list of consultants may be requested to present the team and their qualifications at an in-person interview. The interview format will include an opportunity for the short listed consultants to provide a 30 minute presentation on the project approach. The presentation will be followed by a question/answer period with the project team’s key personnel.

VIII. Agreement / Insurance Requirements

The consultant selected for the GSP shall be expected to execute an agreement in substantially the form of the sample Professional Services Agreement (included as Appendix A). If any exceptions are taken to any of the terms in the Agreement, the consulting firm should note exemptions in the proposal. Proposals submitted by consultants unwilling to execute the BVBGSA’s Professional Services Agreement may be rejected at the BVBGSA’s sole discretion.



**BEAR VALLEY BASIN
GROUNDWATER SUSTAINABILITY AGENCY
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DA

This Agreement is made and entered into this ____ day of _____, 201__, by and between the Bear Valley Basin Groundwater Sustainability Agency, a municipal organization organized under the laws of the State of California with its principal place of business at 41972 Garstin Drive, Big Bear Lake, California 92315 (“BVBGSA”) 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**] (“Consultant”). BVBGSA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 BVBGSA. The BVBGSA is a local agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the BVBGSA on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [**INSERT TYPE OF SERVICES**] services to public clients, is licensed in the State of California, and is familiar with the plans of BVBGSA.

2.3 Project. BVBGSA desires to engage Consultant to render such services for the [**INSERT NAME OF PROJECT___**] project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the BVBGSA all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [**INSERT TYPE OF SERVICES___**] consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in

accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **[INSERT START DATE___]** to **[INSERT ENDING DATE]**, 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.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. BVBGSA retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of BVBGSA and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, BVBGSA shall respond to Consultant's submittals in a timely manner. Upon request of BVBGSA, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of BVBGSA.

3.2.4 Substitution of Key Personnel. Consultant has represented to BVBGSA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of BVBGSA. In the event that BVBGSA and Consultant cannot agree as to the substitution of key personnel, BVBGSA shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the BVBGSA, or who are determined by the BVBGSA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the BVBGSA. The key personnel for performance of this Agreement are as follows: **[INSERT NAMES ___]**.

3.2.5 BVBGSA's Representative. The BVBGSA hereby designates **[INSERT NAME OR TITLE___]**, or his or her designee, to act as

its representative for the performance of this Agreement (“BVBGSA’s Representative”). BVBGSA’s Representative shall have the power to act on behalf of the BVBGSA for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the BVBGSA’s Representative or his or her designee.

3.2.6 Consultant’s Representative. Consultant hereby designates **[INSERT NAME OR TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with BVBGSA staff in the performance of Services and shall be available to BVBGSA’s staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the BVBGSA, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the BVBGSA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the BVBGSA, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the BVBGSA, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold BVBGSA, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Consultant

agrees to certify that the consultant, any employee of the consultant, or sub-contractor engaging in work for the BVBGSA has not been debarred by the federal or state government.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the BVBGSA that 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 provided evidence satisfactory to the BVBGSA that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the BVBGSA to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the BVBGSA, its officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the BVBGSA, their officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the BVBGSA, their officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the BVBGSA, their officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the BVBGSA, their officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the BVBGSA, their officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the BVBGSA, their officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BVBGSA; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BVBGSA, their officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BVBGSA, their officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the BVBGSA. Consultant shall guarantee that, at the option of the BVBGSA, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BVBGSA, their officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the BVBGSA.

3.2.10.8 Verification of Coverage. Consultant shall furnish BVBGSA with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the BVBGSA. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the BVBGSA if requested. All certificates and endorsements must be received and approved by the BVBGSA before work commences. The BVBGSA reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [INSERT WRITTEN DOLLAR AMOUNT] (\$ [INSERT NUMERICAL DOLLAR AMOUNT]) without written approval of BVBGSA's [INSERT TITLE]. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to BVBGSA a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. BVBGSA shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by BVBGSA.

3.3.4 Extra Work. At any time during the term of this Agreement, BVBGSA may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by BVBGSA to be necessary for the proper

completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from BVBGSA's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), 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 One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. BVBGSA shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the BVBGSA, their elected officials, officers, employees, volunteers 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.

Effective April 1, 2015, 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 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. 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

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of BVBGSA during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. BVBGSA may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services

which have been adequately rendered to BVBGSA, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, BVBGSA may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, BVBGSA may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

BVBGSA
Bear Valley Basin
Groundwater Sustainability Agency
41972 Garstin Drive
P.O. Box 1929
Big Bear Lake, CA 92315
Attn: Reginald A. Lamson

Consultant
[INSERT NAME]
[INSERT ADDRESS]
[INSERT ADDRESS]
Attn: [INSERT NAME]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property.
This Agreement creates a non-exclusive and perpetual license for BVBGSA to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, including, without limitation, any Computer Aided Design and Drafting (“CADD”) data, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that BVBGSA is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the BVBGSA. BVBGSA shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at

BVBGSA's sole risk. Any CADD data delivered to BVBGSA shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of BVBGSA, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use BVBGSA's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of BVBGSA.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the BVBGSA, their officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the BVBGSA, their officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against BVBGSA or their officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse BVBGSA and their officials, officers, employees, agents, and/or 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 BVBGSA, their officials, officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

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

3.5.10 BVBGSA's Right to Employ Other Consultants. BVBGSA reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the BVBGSA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to BVBGSA include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 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, BVBGSA shall have the right to rescind this Agreement without liability.

For the term of this Agreement, no member, officer or employee of BVBGSA, during the term of his or her service with BVBGSA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of BVBGSA. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

BEAR VALLEY BASIN GROUNDWATER
SUSTAINABILITY AGENCY

[INSERT CONSULTANT'S NAME]

By: _____
Reginald A. Lamson
Administrator

By: _____
(INSERT NAME)
(Insert Title)

EXHIBIT “A”
SCOPE OF SERVICES

[INSERT SCOPE]

EXHIBIT "B"

SCHEDULE OF SERVICES

THE CONSULTANT SHALL DILIGENTLY AND CONTINUOUSLY UNDERTAKE THROUGH COMPLETION ALL WORK REQUIRED UNDER THIS AGREEMENT

EXHIBIT “C”
COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]