

**COUNTY OF MENDOCINO
EXECUTIVE OFFICE/
CENTRAL SERVICES DIVISION**

501 Low Gap Road, Room 1010 • UKIAH, CA 95482 • (707) 463-4441
ceo@mendocinocounty.org

REQUEST FOR PROPOSAL (RFP)

**PHASE 2 OF THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY PLAN
DEVELOPMENT**

RFP No.	01-18
RFP Issue Date:	January 29, 2018
RFP Submission Deadline:	February 26, 2018
Issued by:	Executive Office

REQUEST FOR PROPOSAL

PHASE 2 OF THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY PLAN DEVELOPMENT

COUNTY OF MENDOCINO

RFP No.	01-18
RFP Issue Date:	January 29, 2018
RFP Submission Deadline:	February 26, 2018

I. INTENT

This Request for Proposal (RFP) announces the intent of the County of Mendocino in conjunction with the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) to seek qualified consultants to assist the UVBGSA in the development of the Ukiah Valley Basin Groundwater Sustainability Plan (UVBGSP).

The purpose of the RFP is to seek qualified consultants to develop UVBGSP, which meets state requirements and aligns with the UVBGSA's Proposition One Sustainable Groundwater Planning Grant Application with the Department of Water Resources.

II. DEFINITIONS

COUNTY – The County of Mendocino.

VENDOR – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

CONTRACTOR – A vendor who signs a contract with the COUNTY to perform services.

III. PROPOSAL SUBMISSION GUIDELINES

A. Vendors must submit four (4) copies of their proposal: three (3) complete paper copies with original Vendor signature, and one (1) complete copy on CD. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. 01-18", and delivered by 2:00 p.m. February 26, 2018 to:

Mendocino County
Executive Office/Central Services Division
Attn: Janelle Rau
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Late or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. **Proposals received after the date and time specified will not be considered.** Note: The unauthorized use of the County's official logo is strictly prohibited.

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
 - Attachment B – Proposal Checklist/Table of Contents
 - Executive summary of proposal
 - Scope of services
 - Company background and experience
 - Proposal cost plan and narrative (as identified in Section XIII)
 - Attachment C – Exceptions to RFP
 - Attachment D – Letters of Reference
 - Attachment E – Certificate of Non-collusion
 - Insurance coverage/certificate of insurance
 - Acknowledgement of receipt of addenda, if applicable.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**
- E. Prices shall be stated in the format as requested herein. Where indicated, vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.

- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.
- H. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the vendor.
- I. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by vendor shall become the property of the County of Mendocino.
- J. Time when stated as a number of days, shall include Sundays through Saturdays, excluding legal holidays.
- K. Vendor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the vendor's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- L. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- M. This service has been selected to be made available for use by other local government agencies (piggy-back). The use of the contract, by the other government agencies, will be optional. Sales to these governmental agencies by the Contractor shall be optional. If bidders choose to extend prices offered on this proposal to other governmental agencies, any resulting contract will be solely between the supplier and the third party unit of government. Mendocino County shall not be responsible for any problems which may arise between other government agencies and the contractor as a result of any sales and/or purchases made.
- N. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost efficient manner (please refer to Attachment G- Sample Mendocino County Contract).

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

- A. Pre-submittal inquires and correspondence shall be directed to:

- Procedural inquires: Janelle Rau
Executive Office/Central Services Division
(707) 463-4441
rauja@mendocinocounty.org
 - Technical inquires: Sarah Dukett
Mendocino County Water Agency
(707) 463-4441
duketts@mendocinocounty.org
- B. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).
- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested vendor(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each vendor known to have received a copy of this RFP. **Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued.**
- D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFP Representatives listed above for any and all technical and procedural inquiries.**

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Vendor's authorized representative, provided it is received **prior to the deadline for submission of proposals.** Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals.**

VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Vendors to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to vendors in the event of schedule changes.**

Scheduled Activity	Proposed Date
Letter of interest and Request for Proposals mailed to prospective proposers	January 29, 2018
Inquiry Deadline	February 9, 2018
RFP Submission Deadline	February 26, 2018
Presentations/Demonstrations (if applicable)	March 5- March 9, 2018
RFP Selection and Notification	March 26, 2018
Ukiah Valley Basin Groundwater Sustainability Agency Approval of Recommendation(s)	April 12, 2018
County Board of Supervisors Approval of Recommendation(s)	April 24, 2018
Approximate Contract Start Date	May 1, 2018

VII. SELECTION PROCESS

- A. The County reserves the sole right to judge the contents of the Vendors' proposals. The selection process will be governed by the following criteria:
1. The proposals must adhere to the instructions and format as specified in this RFP.
 2. The evaluation will include a review of all documents and information relating to the Vendor's services, organizational structure, capabilities, qualifications, past performance, and costs.
 3. Vendors may be required to make an oral presentation and interview before final selection is made.
 4. The County may evaluate any information from any source it deems relevant to the evaluation.

5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

VIII. SELECTION CRITERIA

- A. The selection of VENDORS(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. VENDORS(s) should submit information sufficient for the County of Mendocino to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.
- D. Proposal Review and Evaluation Process
 1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
 - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
 - b. Experience of Vendor in providing services and quality of work.
 - c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.
 - d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
 - e. All criteria identified in Attachment F, Proposal Evaluation Form.

IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment G. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Vendor agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the Vendor's qualifications. Should any of the information requested by Mendocino County be considered by the Vendor to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.

G. Open Procurement

1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.

H. Local Vendor Preference:

1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:
 - a. Those contracts which State Law or, other law or regulation precludes this local preference.
 - b. Public Works construction projects.
2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

X. BACKGROUND INFORMATION

The Mendocino County Water Agency was awarded a Proposition 1 Sustainable Groundwater Planning Grant from the Department of Water Resources to for initial work for a Ukiah Valley Groundwater Sustainability Plan (Phase 1). The

project started in September 2016 and is scheduled for completion in January 2018.

In May 2017, the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) was created to comply with the Sustainability Groundwater Management Act of 2014. On August 10, 2017, the UVBGSA Board (Board) authorized the Mendocino County Water Agency to apply for the Department of Water Resources Proposition 1 Groundwater Sustainability Planning Grant for Phase 2 of the Ukiah Valley Basin Groundwater Sustainability Plan development. On December 1, 2017, on behalf of the UVBGA, the Mendocino County Water Agency submitted a Proposition One grant application for Phase 2 of the Ukiah Valley Basin Groundwater Sustainability Plan development.

XI. SCOPE OF WORK

Successful development of the UVBGSP to meet the Ukiah region's needs and DWR regulations requires four (4) functional work elements that contain eighteen (18) total tasks. The information below identifies the 18 tasks included in the grant application. The full detailed Scope of Work is located in **Attachment H**. Some elements will require the consultant to build upon previous work completed in Phase 1. **Attachment I** includes information regarding completed Phase 1 work and additional work needed for Phase 2. **Attachment J** includes the proposed schedule for the project.

The tasks include:

1. Program Management and Client Coordination
2. Communication, Facilitation and Outreach
3. Maintain Data Management System, Develop Long-Term Strategy
4. Data Gap Analysis on Surface Water/Groundwater Interaction
5. Monitoring Protocol Manual Development
6. Historical and Current Conditions, Identify Undesirable Results
7. Hydrogeological Conceptual Model
8. Historical Water Budget
9. Documentation of Conceptual Hydrologic Model
10. Develop Future Baseline Water Budget
11. MODFLOW Alternatives Evaluation
12. Develop Sustainability Goals and Measurable Objectives
13. Inventory and Review Plans, Projects, Programs and Policies
14. Review Groundwater and Resources Management Measures
15. Integrate Management Strategies, Define Alternatives, and Select UVBGSP Preferred Alternative
16. Financial Evaluation
17. Develop UVBGSP Implementation Plan
18. Prepare Administrative Draft, Public Draft and Final UVBGSP

XII. PROPOSAL FORMAT AND CONTENT

Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:

- A. An executive summary and written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: Experience, stability & growth, commitment, product and services.
- B. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all system modules.
- C. A description of Contractor's experience in providing the requested services.
- D. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
- E. Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Contractor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
- F. Any exceptions to the terms and conditions as specified in Attachment G to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- G. Two (2) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Contractor has worked to provide services.
- H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- I. Timeline indicating implementation schedule and training schedule (if applicable).

- J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

XIII. FORMAT OF COST PROPOSAL

The Vendor must itemize all costs, including per hour costs, chargeable to the County as described in this Section, in the separate Cost Proposal. 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.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

XIV. CONTRACT

- A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent of award.
- B. Execution of Contract
1. Upon the acceptance of a Vendor's Proposal, County will prepare and submit a contract to the successful Vendor for signature. (See sample contract, as Attachment G, which contains required contractual language.) In the event that the successful Vendor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
 2. Incorporated by reference into the contract which is to be entered into by County and the successful Vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Vendor's response thereto, and (b) all written communications between County and the successful Vendor whose Proposal is accepted.

C. No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Contract Term

The term of the AGREEMENT(s) will be for a period of three (3) year(s) with the option to extend the AGREEMENT(s) up to two (2) additional one-year periods.

F. Insurance

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment G, Sample Mendocino County Contract.

XVI. REJECTION OF PROPOSALS

The RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected contractor will be required to obtain a County business license if not already held.

XVII. GENERAL CONDITIONS

While the intent of the County is to award the contract to the selected Vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The County has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the County finds that the Vendor's performance is not satisfactory (as specified in Attachment G – Sample Mendocino County Contract, paragraph 19).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the County. Final payment to the Vendor will only be made when the County finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

XVIII. LIST OF ATTACHMENTS

- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
- Attachment B – Proposal Checklist/Table of Contents
- Attachment C – Exceptions to RFP

- Attachment D – Letters of Reference
- Attachment E – Certificate of Non-collusion
- Attachment F – Proposal Evaluation Form
- Attachment G – Sample Mendocino County Contract
- Attachment H – Proposed Scope of Work
- Attachment I – Proposed Work Plan
- Attachment J – Project Schedule

**ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)**

County of Mendocino
Executive Office/Central Services Division



RFP No. 01-18
Phase 2 of the UVB Groundwater
Sustainability Plan Development Services

RFP No.	01-18
RFP Issue Date:	January 29, 2018
RFP Submission Deadline:	February 26, 2018

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No.01-18", and delivered by 2:00 p.m. February 26, 2018 to: Mendocino County, Executive Office, Attn: Janelle Rau, 501 Low Gap Road, Room 1010, Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

- Procedural inquires: Janelle Rau
Executive Office/Central Services Division
(707) 463-4441
rauja@mendocinocounty.org
- Technical inquires: Sarah Dukett
Executive Office/Mendocino County Water Agency
(707) 463-4441
duketts@mendocinocounty.org

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name: _____ Date: _____

Representative: _____

Title: _____

Phone: _____

Address: _____ Fax: _____

Federal Tax ID No.: _____ Email: _____

RFP Contact Information (if different then above)

Contact Person: _____

Title: _____

Phone: _____ Fax: _____

Address: _____ Email: _____

Certifications:

- 1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?
 YES NO

- 2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?
 YES NO

- 3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.
 YES NO

- 4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?
 YES NO

- 5. Do you agree that the proposal amount includes all costs incident to the proposed contract?
 YES NO

- 6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?
 YES NO

- 7. Do you agree to be an ePayable as described in Attachment G- Sample Mendocino County Contract ?
 YES NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative:	_____
	(Printed name)
Signature:	_____
Date:	_____

**ATTACHMENT B
PROPOSAL CHECK LIST/TABLE OF CONTENTS**

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page No.
Signature Page, signed by authorized representative (RFP Attachment A)	
Proposal Check List/Table of Contents (RFP Attachment B)	
Executive Summary	
Scope of Services (in relation to providing services described in Section XI, Scope of Work)	
Company Background and Experience (including staff resumes)	
Proposal Cost Plan and Narrative	
Exceptions to the RFP (RFP Attachment C)	
Letters of Reference (minimum of two (2)) (RFP Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (RFP Attachment E)	
Insurance Coverage (Certificate of Insurance)	

**ATTACHMENT C
EXCEPTIONS TO RFP**

Company Name: _____
Representative: _____
Title: _____
Address: _____
Phone: _____ Email: _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

Authorized Representative: _____ (Printed name)
Signature: _____
Date: _____

**ATTACHMENT D
LETTERS OF REFERENCE**

Please list the references (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.	Dates Services Provided (From/Through)

**ATTACHMENT E
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

_____, 2018
Date

ATTACHMENT F
COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM
RFP No. 01-18
Phase 2 of the UVB Groundwater Sustainability Plan Development Services

Vendor Name: _____

Evaluated By: _____

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the Executive Office.

		Weight	*Rating Scale	Points Total
D.	Cost	15 points		
E.	Implementation Plan and Schedule	35 points		
F.	Relevant Experience	25 points		
G.	References	10 points		
H.	Overall Proposal	15 points		

Evaluation Total (Maximum 500)		
--------------------------------	--	--

Comments:

Scoring: (To be performed by the Executive Office/Purchasing Agent)

Weight X *Rating (per Scale) = Points Total

*Rating Scale: 5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable

ATTACHMENT G – SAMPLE MENDOCINO COUNTY CONTRACT

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the “COUNTY”, and _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its [Services]; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit “A”, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Mendocino County ePayables Information

The term of this Agreement shall be from _____, 20 _____ through _____, 20 _____.

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____

Budgeted: Yes No

Budget Unit: _____

Line Item: _____

Grant: Yes No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

By: _____
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: _____
Deputy CEO

Signatory Authority: \$0-25,000 Department; \$25,001 - 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed _____

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report,

in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the

COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

The COUNTY’s rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

- 9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
- 10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Ukiah, CA 95482
Attn:

To CONTRACTOR: [Name of Contractor]
[Number and Street]
[City, State, Zip Code]
ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

Before the COUNTY will issue a notice to proceed with the Services, CONTRACTOR and any subcontractors must acquire, at their expense, a business license from County in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or

- remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and Exhibit A or Exhibit B, the provisions in the body of this Agreement shall control.
 26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
 27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
 28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
 29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D**MENDOCINO COUNTY EPAYABLES INFORMATION**

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates yatesm@mendocinocounty.org or 707-234-6869.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sg01vn000r_epayablesvendors--na



Mendocino County

Sustainable Groundwater Planning Grant Program

Scope of Work

Successful development of the UVBGSP to meet the Ukiah region's needs and DWR regulations requires four (4) functional work elements that contain eighteen (18) total tasks, which are each described in detail below.

Work Element: Project Management, Communication, and Facilitation

The objective for this work element is to provide overall project management, finalize the project organizational structure, and to develop the communications plan to guide the internal and external communications.

1. Program Management and Client Coordination

The objectives of this task are to deliver the project within the scope, schedule and budget; to identify and avoid risks; and to define any needed recovery strategies. A competitively chosen Consultant will help coordinate program management to guide development of the UVBGSP. This includes coordination of the PMT; strategic consultation and communications with the UVBGSA Contract Administrator; monthly conference calls with the Contract Administrator and/or PMT; preparation of contracts, subcontracts, task orders invoices, and progress reports; budget and schedule tracking, monitoring, and reporting. The Consultant will communicate program deliverables to DWR and review PMT reports and documents to provide quality control of program deliverables.

Work in this task includes:

- Client coordination
- PMT monthly conference calls
- Grant administration
- Budget and work plan preparation for task orders and subcontracts
- Quality control of program deliverables (PMT work review)
- Preparation of invoices and monthly status reports
- Quarterly reports to DWR and final grant report

Deliverables: Subcontracts; meeting notes; monthly invoices and progress reports; DWR quarterly reports.

2. Communication, Facilitation, and Outreach

The primary objective for this task is to establish the project CommPlan, and then to execute this plan to ensure coordinated internal and external communications and engagement of stakeholders throughout the process (*Reg. § 354.10, 353.6*). The CommPlan will identify internal and external communications requirements; stakeholders; project organization and PMT; use of Board standing and ad hoc committees; anticipated public and stakeholder meetings; communications channels and approaches (collateral materials, website, email list, etc.); final assumptions for the number of meetings; risks to completing the scope, schedule and budget; and recovery plan. It will identify notification requirements; how interested parties, including groundwater users, stakeholders, and the public, will be informed about the project progress; how relevant reports and data will be disseminated to these groups; document decision-making processes; public engagement opportunities, encouraging active participation; and a web communications strategy. This will be a living document that will be maintained throughout the project.



The Consultant will provide logistical support, outreach, and facilitation services to the UVBGSA and committees throughout the process. For budgeting purposes, this assumes six UVBGSA meetings per year; that committee meeting calendars will be scheduled and synchronized with UVBGSA Board meetings; and that the UVBGSA Project Coordinator will prepare minutes. Information delivered to a committee in a given month would be delivered to the Board the next month with committee input. The Consultant will produce public affairs materials as requested by the Contract Administrator. Such information intends to promote the dissemination of information regarding UVBGSP processes and results to UVBGSA member groups. Materials to be produced are not firmly defined now, but could include presentations, brochures, and pamphlets; briefings for the website; and opinion-editorial pieces for the newspaper. Materials will be produced in both English and Spanish to maximize the community's ability to participate.

Work in this task includes:

- Develop draft and final CommPlan
- UVBGSA coordination and facilitation
- Technical Advisory and UVBGSA committee meetings and conference calls
- Public meetings and workshops
- DAC, tribal, and stakeholder group outreach
- Produce public affairs materials
- UVBGSA website maintenance

Meeting assumptions include:

- Standing, TAC, and ad hoc committees could be on-site or via conference call.
- On-site meetings would be coordinated to take place over two consecutive days to support TAC, committee, and work group meetings.
- For budget purposes, it is assumed six UVBGSA meetings per year would be on-site in the project area and that six would be via conference call for a total of **twelve per year**. The budget includes up to **four** public meetings at key milestones over the project life. The budget also includes up to **twelve** total DAC, tribal, and specific stakeholder (e.g.; Farm Bureau; City Council) on-site meetings to be defined in the final CommPlan.

Deliverables: Communications Plan; meeting agendas and notes; public affairs materials.

Work Element: Technical Analysis and Support

The objectives for this work element are to provide a description of the plan area (*Reg. § 354.8*); document groundwater conditions (*Reg. § 354.16*); complete the hydrogeologic conceptual model (HCM) (*Reg. § 354.14*); finalize the water budget, including historical and future conditions (*Reg. § 354.18*); and identify key management areas (*Reg. § 354.20*). This work will also serve to establish common methods, data, and assumptions to be applied during the project and when implementing the UVBGSP.

Phase 2 shall establish a common understanding of the constraints and opportunities inherent in the Ukiah Region water supply from the Russian River, the Potter Valley Project, and the Ukiah Basin; consensus on planning assumptions and methods for quantifying future demands; and an understanding



of the water budget, including potential uncertainties and areas of risk to Ukiah Region water supplies. Consultants will work with the UVBGSA and related work groups to evaluate available surface water data from the Russian River and local groundwater sources so that constraints (undesirable results) are well documented and understood. Quantification of current demands and forecast of future demands for the Ukiah Region will be updated and presented with the water budget. This will define the gaps between the anticipated demand and available supply, help size the potential solutions, and lay a foundation for capital projects that could close the gap with program/policy solutions.

3. Maintain Data Management System (DMS), Develop Long-Term Strategy

The objectives for this task are to fill the data gaps identified in Phase 1, compile the best available information, identify the data management system, support long term monitoring and reporting, formulate projects, and build public awareness and understanding. The work will identify the most cost-effective, long-term needs and objectives for the DMS required to support implementation of the UVBGSP; manage monitoring network and collected data; DWR reporting; and help the UVBGSA and public track progress in meeting the measurable objectives using the sustainability indicators and project metrics to prevent undesirable results (*Reg. § 352.6, 354.8, and 354.40*). This work will also serve to establish common methods, data, and assumptions to be applied during the project and when implementing the UVBGSP.

Phase 1 included a task to compile existing data (Task 3.1), which was focused primarily on the description of the groundwater conditions in the basin. Task 3.1 included a literature and file review of hydrologic and hydrogeologic information; acquiring, analyzing, georeferencing, and creating a database of 2,490 well completion reports provided by DWR, 6,588 groundwater elevation data points from GeoTracker, and 457 groundwater elevation data points from CASGEM and DWR wells; and characterization of hydrogeology geometry and properties. An updated geologic map, maps of estimated hydraulic conductivity, and associated cross sections were developed as part of the drafted hydrogeologic conceptual model. Maps of soil type, land use, and agricultural type were developed as a part of the drafted water budget.

Phase 2 work proposed is to perform biannual updates to the DMS with new groundwater and surface water data; expand the current groundwater and surface water monitoring networks to fill data gaps; support completion of the UVBGSP; develop the surface water / groundwater model (MODFLOW-2005); and put together an integrated DMS/GIS to meet long term UVBGSP needs for data sharing, exchange, access, analysis, and reporting. An integrated system will be developed, or commercial off-the-shelf systems adopted, to meet the needs of the UVBGSA, to store and report information relevant to the completion and implementation of the GSP, and to monitor the basin. The PMT will identify functional requirements and business needs, evaluate alternatives and cost-benefit relationships, and obtain guidance from the TAC and UVBGSA. This includes the approach for managing information generated during the UVBGSP development (e.g. groundwater contours, depth to water, well density, water quality conditions, etc.); supporting access and transparency; and reporting to DWR. Plans for exchange or permission to access data between UVBGSA members and downstream Santa Rosa Plain Groundwater Sustainability Agency (GSA) will be developed.

Additional time series, water demand and hydrogeologic data will be collected from local, state, and federal sources to support the technical and project/program analysis. A plan will be developed for how monitoring data will be included in the required annual report and submitted electronically on form or



formats required by the DWR. Further work for Phase 2 includes developing maps that depict the area, boundary, adjudicated areas, historical land use, jurisdictional boundaries, water use sector, sources, density of wells per square mile, water supply, extractors, and written description of features.

Activities of this task include:

- Develop and maintain project data management system and GIS
- Collect, aggregate, and manage digital maps and time series
- Develop the DMS plan for program management, monitoring data and GSP implementation.

Deliverables: Operational DMS, documentation, and an inventory of digital time series and spatial data captured or developed under the project.

4. Data Gap Analysis on Surface Water/Groundwater Interaction (100% complete)

This work was completed in Phase 1 (Task 3.2) and accepted by DWR. The analysis will be provided to the TAC for review.

5. Monitoring Protocol Manual Development (100% complete)

This work was completed in Phase 1 (Task 3.3). Phase 2 work includes coordination and completion of the TAC review, and updating the protocol based on the input.

6. Historical and Current Conditions, Identify Undesirable Results

The objective is to complete and supplement Phase 1 work and to provide for TAC review. Historical conditions have been added to the existing DMS. The identification of undesirable effects must be addressed through the development of the final water budget, reviewed by the TAC, and by filling surface water-groundwater data gaps through additional monitoring. Stream seepage runs (measuring the differences between streamflow using streamflow gauges along a stream reach) incorporation in the analysis to provide field data to calibrate MODFLOW-2005 water budget results is recommended. This will require expansion of the streamflow monitoring network.

The purpose of this task is also to provide for independent TAC review of the description of current and historical groundwater conditions in the basin based on the best available information as required (Reg. § 354.16). This includes groundwater elevation contours and hydrographs, change in groundwater in storage, groundwater quality, land subsidence, identification of interconnected surface water systems, and groundwater dependent ecosystems within the basin.

Deliverable: Final documentation of historical and current groundwater conditions.

7. Hydrogeologic Conceptual Model (HCM)

The purpose of this task is to complete the description of the regional geologic and structural setting and to gather information to support the final current and future water budget and model. Work completed in Phase 1 includes gathering and presenting existing data, including lateral basin boundaries, major geologic features affecting groundwater flow, bottom of the basin, principal aquifers and aquitards, physical properties of aquifers and aquitards that would support modeling (e.g.; hydraulic conductivity, storativity); preparing cross-sections and documenting major stratigraphic and structural features map; and describing soil characteristics. The ISRP conceptual model, along with the HCM, will meet the requirements of SGMA and application of the MODFLOW-2005 model of the Ukiah Basin.



Additional work for Phase 2 includes:

- Characterize water quality
- Update the bottom of groundwater basin characterization with USGS-derived gravimeter study data (to be released within a few years)
- Delineate existing recharge and discharge areas that substantially contribute to the replenishment of the basin or provide streamflow (gaining/losing reaches and conditions under which they may occur)
- Identify potential recharge and discharge areas, including significant active springs, seeps, wetlands, and groundwater-dependent ecosystems
- Document surface water beneficial uses and water supply sources, and surface water bodies that are significant to the management of the basin
- Locate sources and points of delivery for diversions, including existing agreements, requirements, and operational strategies

Phase 2 will include TAC review of the existing studies and analysis, abstracting information for public understanding, and further addressing undesirable effects that are or may occur. These would be further evaluated in the water budget in Task 8 using MODFLOW. This work will also provide input for the establishment of goals, objectives, sustainability indicators, and thresholds.

8. Historical Water Budget

By the end of Phase 1, it is projected that a transient groundwater flow model (MODFLOW-2005) will be calibrated to groundwater monitoring data from 2014 to 2017 to expand on the spreadsheet-based water budget completed by Maritza Marquez of U.C. Davis. TAC will review the water budget and MODFLOW-2005 flow model prepared for Phase 1, along with the existing U.C. Davis water budget. The groundwater flow model will provide spatial representation of surface water / groundwater fluxes and will enhance the understanding of areas sensitive to surface water depletion from groundwater pumping. The calibration period will be extended for the historical analysis to cover hydrologic and operations variability for critical dry, dry, normal, above normal, and wet years to help the model reflect the historical groundwater levels and Russian River stage values. Phase 2 will document historical and current water demands, extend the baseline and increase the calibration-period of the model, lay the foundation for application of the model to future conditions, and coordinate TAC review. Output from this task will be used for purposes of comparison with the future baseline forecasts. Working with the TAC, the Consultant will ensure compliance with DWR requirements and that the following are quantified:

- Total surface water entering and leaving the groundwater basin by water source type
- Inflow to the groundwater system by water source type, including subsurface groundwater inflow from bedrock, infiltration of precipitation, applied water, and surface water systems and operations
- Outflows from the groundwater system by water use sector, including pumping, subsurface discharge to the Sanel Valley groundwater basin, and groundwater discharge to surface water
- Changes in groundwater storage between seasonal high conditions
- Overdraft conditions, if they occur, and an estimate of sustainable yield

Additionally, the TAC and Consultant will:



- Evaluate availability or reliability of past surface water supply deliveries and aquifer response to water supply and demand trends relative to water year type; and surface water supply deliveries as a function of the historical planned versus actual annual surface water deliveries, by surface water source and water year type, and based on the most recent ten years of surface water supply information
- Assess historical water budget, starting with the most recently available information and extending back a minimum of 10 years
- Describe how historical conditions concerning hydrology, water demand, and surface water supply availability or reliability have impacted the ability of the UVBGSAs to operate the basin within sustainable yield

9. Documentation of Conceptual Hydrologic Model (HCM) and Historical Water Budget

The purpose of this task is to complete the documentation for the historical groundwater conditions, HCM and historical water budget, and provide the calibration report for the MODFLOW-2005 analysis and incorporate recommendations from TAC and UVBGSAs review. This includes preparing a draft and final technical report, TAC review of the work, and presentations to the UVBGSAs.

Deliverable: Final Phase 1 technical report: HCM, historical water budget, and model calibration.

10. Develop Future Baseline Water Budget

The purpose of this task is to develop the future baseline water budget assumptions and analysis that show the future conditions with no changes to projects, policies, or programs. The outputs will be the MODFLOW-2005 model results, forecasted future water budget conditions, and assessment of the potential undesirable effects that would need to be avoided or mitigated in the UVBGSAs. The future baseline will be developed both with and without climate change scenarios and variability in diverted water supply from the Potter Valley Project. There will be four climate change scenarios consistent with DWR regulations, guidance and technical information provided, and with the downstream interests in Sonoma County to ensure that consistent methods, data, and assumptions are used. The same outputs will be produced as are generated for the historic water budget to allow for comparison between current conditions and possible futures. Working with the TAC, the Consultant will ensure compliance with the DWR requirements.

The Consultant will develop future scenarios for land use, groundwater pumping, precipitation, evapotranspiration, streamflow, groundwater recharge, and water demand based on 50 years of past data and climate change scenarios from the *California Basin Characterization Model: A Dataset of Historical and Future Hydrologic Response to Climate Change from the U.S. Geological Survey* (USGS, 2014). Assumptions will be documented. The workplan includes performing a hydrologic analysis to quantify streamflow based on proposed hydrologic future scenarios, and developing a transient simulation that forecasts surface water and groundwater response to variability in future scenarios, including developing climate change scenarios and assumptions. Updates will be presented to the TAC for discussion and review prior to configuring the final model inputs and running the model. Transient model simulations will be executed to forecast surface water and groundwater response to variability in the future scenarios. The Consultant will compare all outputs using the same sustainability criteria and thresholds as defined during the final calibration, and will document the results of the simulation.

Activities of this task include:



- Create future scenarios
- Perform a hydrologic analysis to quantify future streamflow
- Develop climate change scenarios
- Confirm future scenarios with TAC
- Configure model input files
- Run transient simulations
- Document the results of transient simulation

Deliverables: Future baseline and climate change water budget analysis technical memorandum; TAC presentation; documentation of TAC review and comment.

11. MODFLOW Alternatives Evaluation

The purpose of this task is to apply the MODFLOW-2005 model to the evaluation and comparison of alternatives. The Consultant will use the calibrated groundwater flow model to characterize the benefits of groundwater projects, programs, and policies that will be configured into alternatives in Task 15 (Integrate Management Strategies, Define Alternatives). All alternatives will be compared to the future baseline analysis and water budget and with the climate change scenarios. Tables, maps, and graphs will be produced, showing the effects in terms of the sustainability indicators and thresholds adopted as identified in Task 12 (Develop Sustainability Goals and Measurable Objectives). The model technical results will be one of the factors used in selecting a preferred alternative and developing the UVBGSP.

Deliverables: TAC presentation; alternatives analysis technical memorandum; documentation of TAC review and comment.

Work Element: Project/Program/Policy Analysis

The objectives for this work element and related tasks are to bring the results of the technical analyses into the UVBGSA decision process, and to use the results to help develop the local projects, programs, and policies to create a comprehensive UVBGSP preferred alternative that will be funded and implemented to meet sustainability goals. The CommPlan will define the process used by the UVBGSA to make decisions (Reg. § 354.22). The UVBGSP will then include measures that will be implemented to ensure that the basin will meet sustainability goals and be operated within its sustainable yield, and avoid undesirable effects to the Russian River and related fishery and riparian resources. (Reg. §354.24). The Consultant will work with the UVBGSA, committees, and work groups to define projects and management actions to achieve the sustainability goal for the basin, including projects and management actions to respond to changing conditions in the basin (Reg. § 354.44). Project management actions will identify physical solutions, including structural projects (e.g. recharge facilities), as well as non-structural policies and programs (e.g.; demand reduction, drought response, well standards). There is a wide array of individual projects, programs, and policies the UVBGSA may consider. The individual projects, programs, and policies serve as elements or building blocks that can be used to formulate overall UVBGSP alternatives. For example, a demand reduction alternative may be formulated and compared to a supply development alternative.

This work element includes:

- Develop sustainability goals



- Finalize undesirable results, sustainability indicators minimum thresholds, interim milestones, and measurable objectives
- Inventory and review of plans, projects, programs, and policies
- Review groundwater and related resources management measures
- Configure and compare alternatives
- Select a preferred GSP alternative
- Evaluate financial/funding potential

12. Develop Sustainability Goals and Measurable Objectives

The purpose of this task is to gain consensus on the nature and extent of current problems and undesirable effects, sustainability goals, sustainability indicators, minimum thresholds, interim milestones, and measurable objectives, and to lay the foundation for agreement and practicable solutions. It is critical that UVBGSA members agree on the undesirable results that must be addressed, and recognize the nature and extent of the conflicts and issues facing the Ukiah Region. The sustainability goals and measurable objectives should then seek to mitigate and avoid current or future undesirable results, and to resolve the identified problems, conflicts, and issues. The objectives are critical to the screening of projects, programs, policies, and alternatives.

Preliminary purpose, need, sustainability goals, and measurable objectives for the UVBGSP will be prepared in Phase 1. These will be reviewed by the TAC in workshops. These preliminary goals and objectives will be revisited and revised once the technical analysis and SW/GW model has been completed and the future baseline without project conditions has been evaluated. Each of the elected bodies (GSA Board, County Supervisors, cities, and special districts) will be asked to review the UVBGSP final goals and objectives and to adopt resolutions of support for the UVBGSP. Obtaining these resolutions of support and attending meetings of their representative bodies will be the responsibility of a UVBGSA project manager.

Task activities to be completed include:

- Review issues and conflicts to be addressed by the UVBGSP
- Draft goals and objectives
- Define sustainability indicators and thresholds
- Coordinate with UVBGSP committees and work groups
- Prepare presentations and briefings
- Draft resolutions for UVBGSA

Deliverables: Presentations and briefings on opportunities, issues and conflicts, purpose and need, goals and objectives; draft and final resolution of support for UVBGSP to be adopted by stakeholder groups (County of Mendocino, City of Ukiah, water companies, Farm Bureau, tribes, the Mendocino County Resource Conservation District, agricultural leaders, and members of the community).

13. Inventory and Review Plans, Projects, Programs, and Policies

The purpose of this task is to inventory and review the current land use and water related plans; current and proposed projects; and related local, state, and federal policies and programs that effect groundwater management on the Russian River. Also, this task aims to identify any program gaps between current local land and water management plans, policies, and programs; SGMA requirements; and local sustainability goals. A policy review of the land use plans (general plans) will document water



supply and quality plan elements, and address whether these acknowledge or identify any current or potential undesirable effects. Current policies, plans, and programs to manage surface water and groundwater will be documented to inventory those that will help meet sustainability goals, or which could be revised to support the UVBGSP implementation (e.g. well standards and permitting; state and regional board policy, biological opinions, operating agreements, etc.). During the scoping and review, a preliminary list of potential stakeholder projects will be compiled from current capital improvement plans, existing groundwater plans, and the area's Integrated Regional Water Management Plan (IRWMP). The outputs of this activity will serve as inputs to both the Technical Analysis element (e.g. future water demands) and the other Program/Project Development element of this work plan.

Work of this task includes:

- Review general plans and land use plans
- Review current urban and agricultural water management plans and the prevailing Integrated Regional Water Management Plan (IRWMP)
- Conduct outreach to DACs and the tribal community
- Document current major project operations and proposed capital projects
- Inventory local agency programs and policies
- Document other state and federal programs and policies affecting local groundwater
- Conduct a program and policy review and SGMA analysis of gaps
- Prepare memorandum, briefings and presentations

Deliverable: Inventory and review of existing management measures memorandum; briefings and presentations.

14. Review Groundwater and Resources Management Measures

The purpose of this task is to introduce the UVBGSA to the wide array of management measures and strategies available to the Ukiah Basin. The UVBGSA partners already have programs that reflect the SGMA requirements. The existing programs, along with the groundwater resource management measures defined in SGMA and Water Code statutes and Best Management Practices (BMPs) documentation prepared by the DWR, provide the management measures (building blocks) that will be reviewed, screened, and prioritized. The output from this task will be used as input to the next task to integrate management measures and formulate integrated groundwater management alternatives. The Consultant will review the DWR's voluntary and mandatory groundwater management measures with the UVBGSA, committees, or work groups formed for this purpose. The process will be informed by the prior policy gap analysis. The voluntary and mandatory elements will be reviewed to develop opportunities to improve the programs.

The PMT will work with the UVBGSA to develop and apply a criterion to screen and prioritize individual management measures. The Consultant will provide a series of briefings and facilitate workshops to review resources management measures that could reduce or avoid undesirable results and meet the sustainability goals, consistent with the SGMA requirements and DWR regulations. This includes BMPs identified by DWR for consideration by UVBGSA. A list of strategies will be prepared for review by the UVBGSA committees and/or workgroups, which will provide preliminary rankings of each strategy. The review will support establishing UVBGSP priorities; the planning framework to integrate the mix of



project, policy, and programs; to configure alternatives; and to develop evaluation, screening, and ranking criteria in subsequent tasks.

Workshops will be conducted to review resources management strategies and BMPs with the UVBGSA and to initiate a more detailed review by the committees or work groups. The committees or work groups will make findings and recommendations regarding the value of each strategy and management practice to the UVBGSA for final formulation of alternatives and subsequent evaluation to define a preferred alternative for inclusion in the UVBGSP implementation chapter. These findings and recommendations may take the form of policy statements, which provide overall direction for both plan development and implementation. Ultimately, the information will be used by the Consultant to define a preferred alternative and implementation plan.

Activities of this task include:

- Review mandatory and voluntary groundwater management measures
- Review DWR BMPs
- Prepare presentations and briefings for UVBGSA, committees, and work groups
- Develop screening and ranking criteria for management measures
- Coordinate work groups and committees
- Prioritize and screen management measures
- Develop findings and recommendations
- Prepare presentations and briefings for groundwater management strategies
- Prepare project memorandum

Deliverables: Management strategy memorandum, briefings and presentations to UVBGSA; screening criteria; work group findings and recommendations.

15. Integrate Management Strategies, Define Alternatives, and Select UVBGSP Preferred Alternative

The objective for this task is to combine the management measures into alternatives for the UVBGSA to compare. The MODFLOW-2005 model will be used to evaluate the alternatives and provide the technical analysis results needed to compare the future baseline with the GSP program alternatives; identify undesirable results; and apply the sustainability indicators and thresholds identified for the UVBGSP. Alternatives will be formulated to emphasize the overall management approach. For example, one alternative could configure demand management measures and reduction to compare with an alternative that focused on supply and water development solutions (in-lieu recharge, intentional recharge, injection, reoperations, etc.). In this way, the relative benefits and costs can be compared and a preferred alternative selected. Similar to the screening and prioritization of management measures, a criterion will be established by the UVBGSA that will be applied to configure and select the preferred alternative for inclusion in the UVBGSP implementation plan. The criteria may include technical (feasibility, yield, quality, environmental) and social criteria (economic, political, legal, social, etc.). Preliminary environmental screening criteria would use sustainability indicators and criteria similar to those found in the California Environmental Quality Act (CEQA) check list and prior biological opinions.

Work in this task includes:

- Develop integrated groundwater management program alternatives
- Define evaluation criteria for alternatives



- Conduct environmental evaluation
- Review alternatives and selection criteria with UVBGSAs
- Develop preliminary feasibility level program costs
- Apply alternatives evaluation criteria and identify preferred alternative
- Prepare UVBGSAs, committee, and work group presentations and briefings
- Coordinate work groups and committees
- Prepare preferred alternative project memorandum

Deliverables: Preferred alternative project memorandum; briefings and presentations; meeting notes.

16. Financial Evaluation

The preliminary costs identified in Task 12 will be factored into an evaluation of funding alternatives that will review and discuss revenue generation strategies that might be implemented by the UVBGSAs to cover the costs of implementing projects, programs, plans, and policies. This could include existing authorities used by members of the UVBGSAs, which are not available to the UVBGSAs pursuant to SGMA. This will also include identification of programs that provide low interest loans and grants to fund program and project development and implementation. This might include benefits assessments, impact fees, permit fees, water charges, and other user rates and fees that may be considered by the UVBGSAs for funding the preferred program alternatives. This review will include discussion of the pros and cons of the different funding strategies. A technical memorandum will be prepared and presented to the UVBGSAs and appropriate committees to facilitate discussion and development of a preferred funding strategy, including identification of the needed 'next steps' to finalize the approach (e.g. Prop 218 initiative; hearings, etc.) to be included in the UVBGSAs implementation plan.

Activities to be completed include:

- Develop and review funding and revenue alternative descriptions
- Prepare briefings and presentations to UVBGSAs and committees on funding strategies
- Coordinate work groups and committees
- Develop a preliminary funding strategy based on UVBGSAs input
- Prepare financial/funding alternatives and recommendations technical memorandum

Deliverables: Funding alternatives technical memorandum.

Work Element: Prepare Implementation Plan and UVBGSAs

17. Develop UVBGSAs Implementation Plan

To meet State of California regulations, the UVBGSAs must present regional priorities for implementation; identify short-term and long-term milestones; and identify how decision making will be responsive to regional changes, how responses to implementation of projects will be assessed, and how project sequencing may be altered as implementation is carried out. An implementation schedule will be developed showing timelines for planned projects and other policy or programmatic actions or additional studies needed to solidify projects. This will include preferred funding and a financial strategy when consensus is achieved, and a description of the long-term through the 50-year planning horizon, which will show how sustainability will be achieved in 20 years. Results of the strategy will be used to develop the final chapter of the UVBGSAs that will detail capital project and program priorities, demand management measures, and preferred policies for adoption by responsible agencies. Roles and



responsibilities, schedules, and funding requirements will also be identified. The final chapter will also include monitoring and reporting requirements, adaptive management strategies, and methods for tracking progress.

Activities to be completed include:

- Define project actions and schedule
- Define program actions and schedule
- Develop draft and final agreements
- Prepare implementation plan technical memorandum

Deliverable: Implementation plan technical memorandum.

18. Prepare Administrative Draft, Public Draft, and Final UVBGSP

The purpose of this task is to compile the previous work into a complete UVBGSP that is ready for review and adoption. This includes using the technical memorandum and UVGSA inputs on the interim work products to produce an administrative draft UVBGSP. This will be reviewed by the UVBGSA members and TAC. Based on the review, a final public review draft UVBGSP will be produced and used to present the work to the public. Written comments will be sought, and oral public comments will be received during UVBGSA meetings held in the project area. The comments will be used to prepare the final UVBGSP that will be considered for adopted by the UVBGSA. The PMT will resolve conflicting comments. Significant policy differences implied by conflicting comments will be resolved by decision of the UVBGSA. The PMT will decide how public comments will be addressed and a final report will be prepared. A draft resolution to adopt the UVBGSP will be prepared by the Consultant for consideration.

Activities to be completed include:

- Prepare administrative draft UVBGSP
- Coordinate UVBGSA review of administrative draft UVBGSP
- Review administrative draft and member comments
- Prepare public review draft UVBGSP
- Conduct a public comment period
- Conduct two UVBGSA meetings to review Public review draft
- Prepare final draft UVBGSP
- Conduct a UVBGSA meeting to adopt the UVBGSP

Deliverables: Administrative draft, public draft, and final UVBGSP; public comments; meeting presentation notes.



Mendocino County

Sustainable Groundwater Planning Grant Program

Attachment 4: UVBGSP Work Plan

The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGA) will apply a collaborative, multi-stakeholder planning process to prepare and adopt the Ukiah Valley Groundwater Basin Sustainability Plan (UVBGSP) pursuant to the Sustainable Groundwater Management Act (SGMA) and California Department of Water Resources (DWR) SGMA Regulations. The UVBGSP will define regional projects, policies, and programs; identify and address water supply and quality needs of the region and its disadvantaged communities (DACs) and tribal entities; consider the effects of climate change; and will be adopted to provide a roadmap for the region's future, using a 50-year planning horizon.

Purpose

Beyond complying with SGMA, the primary purpose of UVBGA is to preserve and enhance the economic and environmental health and well-being for the Ukiah Valley through regional stewardship and comprehensive management of water and groundwater resources in a practical, cost-effective, sustainable, and responsible manner.

This objective shall be obtained by developing and adopting minimum thresholds, interim milestones, and measurable objectives that mitigate and avoid undesirable results from changes in climate, diverted water supply, and groundwater extraction. Minimum thresholds will be maintained through community engagement during the preparation of the UVBGSP, and through technical projects and programs that address groundwater issues and management of surface water (SW) / groundwater (GW) interaction. Current challenges include the effects of groundwater pumping and surface diversions on Russian River flows, maintaining a healthy fishery and riparian corridor, regulatory requirements regarding the continued operation of water supply diversions (Potter Valley Project, Lake Mendocino), biological opinions, and State Water Board decisions.

Phased Approach

The UVBGSP Phase 2 Work Plan proposes to build on the existing work and body of knowledge from Phase 1 work conducted under the Department of Water Resources (DWR) Counties with Stressed Basins Grant.

Phase 1 resulted in the formation of the UVBGA and established the foundation for development of the UVBGSP. Phase 1 included compiling existing data (Task 3.1), a data gap analysis (Task 3.2), Monitoring Program Manual and Protocol (Task 3.3), a preliminary draft water budget using MODFLOW-2005 (Task 3.3), 2), a draft Hydrogeologic Conceptual Model (HCM) (fulfilling the grant requirement to prepare a technical memorandum describing aquifer conditions); and a draft report describing measurable objectives, numeric thresholds, interim milestones, sustainability goals, and a preliminary list of potential projects and actions (Task 3.5). Table 1 below shows the status of the current Phase 1 work and anticipated Phase 2 work needed to complete the tasks, ensuring there will be no duplication of work across the two phases.

Table 1: Phase 1 Stressed Counties Grant Tasks, Deliverables, and Additional Work

Phase 1 Task	Deliverables/Status	Additional Work for Phase 2
Task 3.1 Compilation of Existing Data	<ul style="list-style-type: none"> Technical memorandum on aquifer conditions Database of historical groundwater 	<ul style="list-style-type: none"> Compile digital maps Produce GIS layer Capture data to fill data



	<ul style="list-style-type: none"> elevation data Estimate of current water demand <u>Status</u>: Complete per scope, but data gaps and additional to be filled to complete GSP elements 	<ul style="list-style-type: none"> gaps Forecast future demand and scenarios (e.g.; w/ & w/o conservation)
Task 3.2 Data Gap Analysis on Surface Water / Groundwater Interaction	<ul style="list-style-type: none"> Gap analysis technical memorandum <u>Status</u>: Complete SW/GW data gap analysis. Submitted and accepted by DWR 	<ul style="list-style-type: none"> Design monitoring to fill data gaps TAC Review
Task 3.3 Monitoring Protocol Manual Development	<ul style="list-style-type: none"> Monitoring protocol manual, and Quality Assurance Project Plan (QAPP) <u>Status</u>: Complete. Submitted accepted by DWR 	<ul style="list-style-type: none"> TAC Review
Task 3.4 Water Budget Development	<ul style="list-style-type: none"> Draft water budget model, estimate of sustained yield, preliminary water budget <u>Status</u>: Draft nearing completion. Includes transient, spreadsheet budget, and preliminary MODFLOW calibration 	<ul style="list-style-type: none"> TAC review Final historical water budget analysis Future baseline water budget Climate change scenario
Task 3.5 Development of Sustainable Management Criteria	<ul style="list-style-type: none"> List of measurable objectives, numeric thresholds, interim milestones, and sustainability goals Planning and implementation timeline for meeting measurable objectives Preliminary action plan, including a list of projects and actions <u>Status</u>: Preliminary draft. Will be refined with the MODFLOW analysis of future baseline, TAC review, and UVBGS input 	<ul style="list-style-type: none"> TAC Review Board and community acceptance Project, program, and policy analysis and definition Preferred approach and final implementation plan and funding

Phase 2 includes additional technical analysis to fill data gaps and to develop the Basin Setting component of the GSP requirements, to complete DWR requirements under SGMA, and projects and programs to answer management questions and address issues identified by the UVBGS. There was no Technical Advisory Committee (TAC) during Phase 1, so Phase 2 includes TAC formation, review of Phase 1 work products, and review and oversight of the technical deliverables produced during Phase 2. Phase 2 work includes:

- Form and manage the TAC
- Further engage the stakeholders and community
- Develop a complete description the plan area
- Develop final sustainability goals, measurable objectives, metrics, sustainability indicators and thresholds
- Finalize the technical analysis, including completion of the hydrogeologic conceptual model, water budget, and related tasks to address the requirements of the basin setting component of the SGMA emergency regulations



- Extend the transient MODFLOW-2005 model to utilize 50 years of past hydrologic data to develop future scenarios with projections of future hydrology based on climate change analysis, land use, and water supply; and analyze the impacts of proposed projects and programs
- Identify projects, policies, and programs to be implemented
- Establish key implementation milestones and schedules, and provide stable funding
- Identify key management areas based on surface water / groundwater interaction sensitivity and expand the current groundwater monitoring network
- Integrate water supply and land use plans and programs
- Draft and finalize the UVBGSP to ensure long-term sustainability of the Ukiah Valley Basin's water supply and the continued resiliency of the Russian River ecosystem

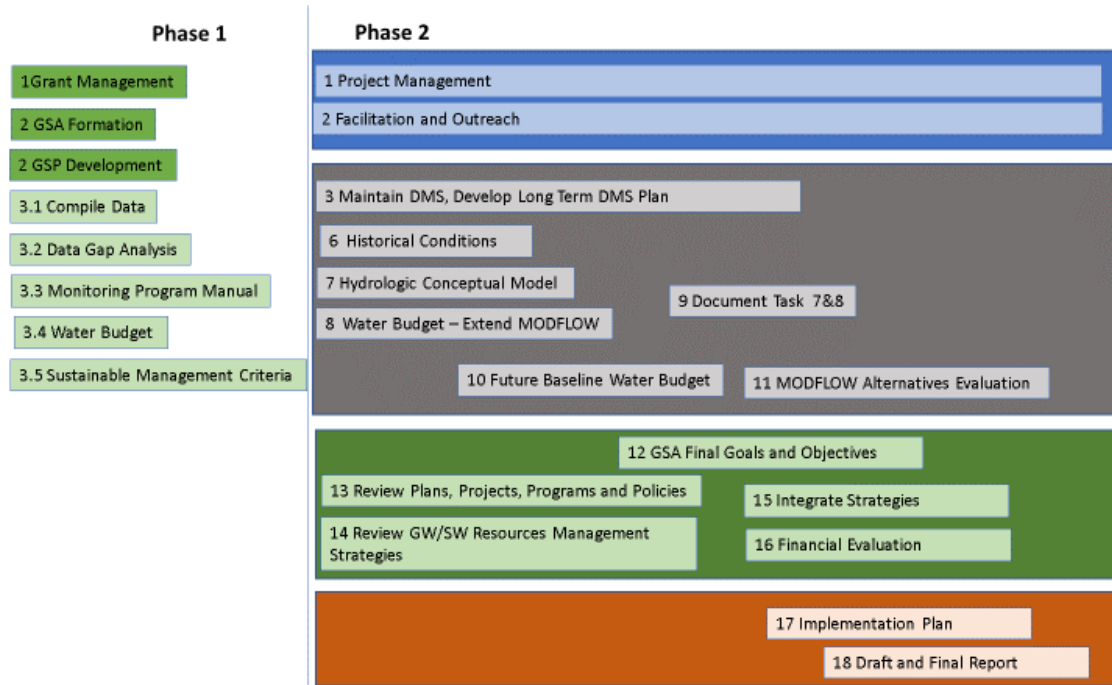
Planning Process

The UVBGSA planning process is task- and deliverable-oriented to drive the schedule, but intends to be flexible and allow the process to move forward through a series of incremental decisions.

The UVBGSA will use a “rolling wave” planning process with the intent of addressing and resolving the complex issues of the Ukiah Basin. The rolling wave process is designed to be dynamic and flexible to accommodate negotiations and adapt to the evolving UVBGSA dialog. The process starts with definition of goals and objectives and conceptual solutions, successively adding greater levels of detail, ultimately defining specific actions to be integrated and implemented. To meet the Ukiah region's needs and the DWR Regulations, there are four (4) functional work elements that contain eighteen (18) total tasks. The work elements are:

- Project Management, Communication, and Facilitation
- Technical Analysis and Support
- Project/Program/Policy Analysis
- UVBGSP Preparation

The figure below shows the relationship of the work elements and tasks and between Phase 1 and 2. The results of Technical Analysis and the Project/Program/Policy Elements will be conducted on a parallel path. Interim results will be documented in technical memorandums to support incremental decisions. The TAC will review the technical work products and advise the UVBGSA, committees, and work groups. The interim work products will enable the Project Management Team (PMT) to support UVBGSA decisions at key milestones to gain consensus, and the interim deliverables will influence the eventual UVBGSP.



Integration and Collaboration with Other Russian River Efforts

UVBGSP development will coordinate with other studies in the Russian River to leverage the data collected, to develop databases, and to analyze results and modeling. The coordination of this effort will support use of common methods, data, and assumptions. UVBGSA members are party to a *Cooperative Agreement to Provide Funding and Support for the Hydrologic Characterization and a Coupled Watershed and Groundwater Flow Model of the Russian River (Russian River Cooperative Agreement)*. Terms of the agreement are from October 1, 2016 and October 31, 2021. In addition to local money, funding is also provided by the State Water Resources Control Board (SWRCB) and US Geological Survey (USGS). The USGS will address significant issues of stream-aquifer interaction and develop new, transferable tools for analyzing multi-basin water management. This includes development of a geodatabase, climate change runoff estimates and a watershed model, reservoir operations tools, and coupled surface water / groundwater (SW / GW) model using GSFLOW. During Phase 1, data was provided to the USGS by the Mendocino County Water Agency project team. This data included well pump extraction locations, rates, water level measurements; land use and soil data; and previous studies and documents related to hydrogeology, geology, land use, water supply and demand, and SW / GW interaction.

The UVBGSA is moving forward on a faster timeline to meet SGMA requirements and is further along than the study under the Russian River Cooperative Agreement. To be cost effective, the UVBGSA will work to leverage these other local, state, and federal investments; exchange data; and be an active partner in the USGS efforts. For example, the Russian River Independent Science Review Panel (ISRP) was formed by interests in Mendocino and Sonoma County to collect existing studies and data, promulgate a “conceptual model” of groundwater/stream flow processes, and evaluate the relationship



between stream flow processes and salmonid habitat¹. In addition to being referenced in the technical memorandums prepared under Phase 1, the ISRP will also be referenced in Phase 2 to meet the SGMA requirements and to ensure that the best available information is being utilized. Schedules and deliverables will be coordinated where feasible, but the UVBGSA needs a tool to develop the UVBGSP, and a model with greater resolution to evaluate stream aquifer interaction and evaluate future scenarios. The Phase 2 work will be closely coordinated with these ongoing programs.

Communications Plan - Achieving Consensus

A Communications Plan (CommPlan) will define the UVBGSA work groups and how they will be lead through a series of carefully crafted meetings and workshops to build understanding, obtain interim decisions, gain consensus, and incrementally build the UVBGSP.

The proposed planning process includes feedback loops. The UVBGSP process is intended to both provide and elicit information. The parallel path for the ethical and project/program analyses will be coordinated through facilitated Board Standing Committees, ad hoc work groups and a TAC to discuss interim deliverables, approaches, alternatives; and to make recommendations to the larger UVBGSA. The UVBGSA website will be used to distribute data and deliverables; to manage notifications, board agendas and minutes; and to provide other information to help the public understand the GSP. The PMT is composed of agency staff and professional consultants retained through a competitive process. The PMT will move the UVBGSA, committees, and work groups through a carefully sequenced series of meetings to review the interim deliverables, to assess management measures, to formulate the alternatives, and to make decisions on the path to building and adopting the UVBGSP. UVBGSA stakeholders will seek consensus on:

- Definition of the problem, purpose, and need for the UVBGSP
- Sustainability goals and objectives, minimum thresholds, and sustainability indicators
- Review and selection of water and groundwater projects, policies, and programs
- A preferred alternative to mitigate or avoid undesirable results
- Implementation plan and schedule
- Funding and revenue strategy
- Coordinating agreement(s) and long-term governance and oversight mechanisms
- Draft and final content of the UVBGSP

Final Deliverable

The final deliverable will include a comprehensive, actionable UVBGSP and any needed coordinating agreements. The UVBGSP will provide a roadmap for the future that identifies project, policy, and program priorities to be funded and implemented to be sustainable within 20 years, along with milestones and metrics to ensure sustainability goals are met. The UVBGSP will identify roles and responsibilities; project implementation schedules for near-, mid-, and long-term actions; and funding mechanisms, sources, and requirements.

¹ ISRP, 2016. Conceptual Model of Watershed Hydrology, Surface Water and Groundwater Interactions and Stream Ecology for the Russian River Watershed



ATTACHMENT 6 SCHEDULE

A Gantt chart of the UVBGSP schedule is attached.

Attachment 6- Schedule for Phase 2 of the Ukiah Valley Basin Groundwater Sustainability Plan Development

Task	Start	End	2018				2019				2020				2021		
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	
1. Program Management and Client Coordination	4/2/2018	3/26/2021	[Blue bar spanning all quarters from 2018 to 2021]														
2. Facilitation and Outreach	4/2/2018	3/26/2021	[Blue bar spanning all quarters from 2018 to 2021]														
3. Maintain DMS, Develop Longs Term Strategy	4/2/2018	12/31/2018	[Blue bar]														
4. Data Gap Analysis (100% complete)	N/A																
5. Monitoring Protocol Manual Development (100% complete)	N/A																
6. Historical and Current Conditions	4/2/2018	6/29/2018	[Blue bar]														
7. Hydrogeologic Conceptual Model (HCM)	4/2/2018	6/29/2018	[Blue bar]														
8. Historical Water Budget	4/2/2018	8/15/2018	[Blue bar]														
9. Document HCM and Historical Water Budget	10/1/2018	3/31/2019	[Blue bar]														
10. Develop Future Baseline Water Budget	4/6/2019	9/28/2019					[Blue bar]										
11. MODFLOW Alternatives Evaluation	2/10/2020	8/15/2020									[Blue bar]						
12. Develop Sustainability Goals & Measurable Objectives	4/2/2018	8/15/2018	[Blue bar]														
13. Inventory and Review Plans, Projects, Programs and Policies	4/2/2018	8/15/2018	[Blue bar]														
14. Review Groundwater & Resources Mngt Measures	10/1/2018	6/28/2019	[Blue bar]														
15. Integrate Management Strategies, Define Alternatives	7/9/2019	12/31/2019					[Blue bar]										
16. Financial Evaluation	10/1/2019	2/15/2020					[Blue bar]										
17. Develop UVBGSP Implementation Plan	8/15/2020	10/9/2020									[Blue bar]						
18. Prepare Administrative Draft, Public Draft and Final UVBGSP	10/16/2020	3/26/2021									[Blue bar]						