

Invitation to Bid

Date: July 24, 2026
To: Prospective Bidders
Copies to: Santa Ynez River Valley Groundwater Basin Groundwater Sustainability Agencies
From: Geosyntec Consultants, Inc.
Subject: Notice to Prospective Bidders – Santa Ynez River Valley Groundwater Basin Well Point Installation Project – Drilling Subcontractor Invitation to Bid under California Public Contract Code § 22000

INTRODUCTION AND BACKGROUND

The Santa Ynez River Valley Groundwater Basin (SYRVGB) is managed in accordance with California's Sustainable Groundwater Management Act (SGMA) via three distinct Groundwater Sustainability Agencies (GSAs). The three GSAs are identified as the Eastern, Central, and Western Management Areas (EMA, CMA, and WMA), respectively.

The three GSAs were awarded grant funding through a Sustainable Groundwater Management Act Implementation Grant (Prop 68 Grant) to address data gaps identified in the Groundwater Sustainability Plan prepared for the three management areas. The Santa Ynez River Water Conservation District (SYRWCD) serves as the grantee on behalf of the three GSAs to administer the Prop 68 Grant.

The three GSAs in the SYRVGB are seeking three separate proposals (one for each GSA) from a qualified C-57 licensed drilling contractor for the installation of three monitoring wells and three piezometers at six different locations in the SYRVGB. The scope of work is described in detail in the appended bid package. General information and requirements for submittal of a bid are described below.

PROJECT ROLES

Parties involved in the scope of work include the following:

- California Department of Water Resources (CDWR): Administrator of the Prop 68 Grant.
- Santa Ynez River Water Conservation District (SYRWCD): Grantee of Proposition 68 Grant on behalf of the three GSAs.
- Groundwater Sustainability Agency (GSA): The SYRVGB is divided into three Management Areas, provided below, each governed by its own GSA to comply with the SGMA. The GSAs are executors of Proposition 68 Grant Agreement through Sub-Grant

Agreement with SYRWCD. The awarded Contractor will be subcontracted with each GSA for the specific scope that will be completed in the GSA.

- EMA: Eastern Management Area
 - CMA: Central Management Area
 - WMA: Western Management Area
- Geosyntec Consultants, Inc. (Geosyntec): Consulting firm providing hydrogeologic design and construction monitoring services to complete the scope of work. Geosyntec is the solicitor of this bid invitation on behalf of the GSAs and will provide recommendation of the awardee for the GSAs selection. Geosyntec will provide oversight during the scope of work implementation and geologic and engineering direction to ensure objectives of the scope are met during implementation.
- Contractor: C-57 Licensed Drilling Contractor

BIDDING INSTRUCTIONS

General Requirements

- Only bids from qualified Contractors that can implement the complete scope of work will be considered.
- Contractors shall be C-57 Licensed and copy of the license shall be submitted with the bid.
- Prevailing wage requirements apply to project in accordance with the provisions of the Labor Code, Section 1773 et seq. Current rates are available from the State of California, Department of Industrial Relations.
- The Contractor shall prepare a Health and Safety Plan to be submitted prior to construction before Notice to Proceed will be issued. Blank spaces in the Bid Schedule shall be properly filled in. The phrasing of the proposal shall not be changed and no additions shall be made to the items mentioned therein.
- The Contractor shall complete the scope of work within ninety (90) calendar days from issuance of the Notice to Proceed.
- Contractor agrees, at their own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by Geosyntec, necessary to perform and complete the work described in the appended documents, in a good and workmanlike manner to the satisfaction of the GSAs.
- Bids must include required information in conformance with submission requirements to be considered for award.
- Geosyntec may require a bidder to submit a statement of facts and detail as to business, technical organization, and financial resources and equipment available and to be used in performing the work. Additionally, Geosyntec will require evidence that the bidder has performed other work of comparable magnitude and type. Geosyntec expressly reserves the right to reject any bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the bidder (including the bidder's subcontractors) is not sufficiently qualified for the work bid upon, and therefore, justifies such rejection.

- Terms and conditions from the subcontractor agreement to be executed between the Contractor and the GSA will also apply to the scope of work. A copy of each GSA draft agreement is appended to this invitation to bid package (Attachment E).
- Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on this invitation to bid must be registered with the Department of Industrial Relations. See [http://www.dir.ca.gov/Public- Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html) for additional information.
- In accordance with 28 CFR Part 35/36, the Contractor shall not discriminate against any worker, employee, or applicant for employment because of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation.
- The Contractor shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357).
- The Contractor shall name the State of California (DWR), its officers, agents, and employees as additional insureds on their liability insurance.
- The State of California (DWR), its officers, agents, and employees have the right to inspect the work being performed, and the Contractor shall ensure any authorized representative of the foregoing will have safe and suitable access to the project sites at any and all reasonable times.
- The Contractor shall post signage stating “Funding for this project has been provided in full or in part by Proposition 68 – the California, Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 through an agreement with the Department of Water Resources (Grant Agreement No. 4600015625)” in a prominent location of the project site and maintain the sign in good condition for the duration of project implementation.
- Performance Bond: If awarded and prior to initiation of the scope of work, the contractor shall furnish a performance bond in favor of the SYRWCD in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Div. Porc., § 995.311).
- The State of California may call for an audit of financial information relative to the project if determined that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. Therefore, the Contractor must maintain financial records related to the project for three (3) years post-final disbursement and be available to State auditors.
- In accordance with California Public Contract Code Section 22300, GSA will permit the substitution of securities for any monies withheld by GSA to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with GSA, or with a state or federally chartered bank in California as the escrow agent, and thereafter GSA shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time GSA has issued written final acceptance of the Work and filed a Notice of Completion

as required by law and provisions of this Contract. The escrow agreement used for the purposes of this Section shall be in the form provided by GSA.

- No work shall commence before contract bonds and insurance certificates have been filed with the SYRWCD, the contract has been signed by the SYRWCD, and the Notice to Proceed has been issued by the SYRWCD.

Task Dates and Times

- Virtual Pre-Bid Meeting: Geosyntec will host a virtual pre-bid meeting five business days after the date of this Invitation to Bid to discuss bid document comments. Details of the drilling locations and conditions can also be discussed at this time. Interest in attending this meeting should be submitted to Geosyntec via email at Tyler.Tomblin@geosyntec.com.
- Deadline for submitting questions: ten calendar days after date of invitation to bid
- Answers to questions submitted available: approximately five calendar days after receipt of questions
- Deadline for submission of proposals: 5pm Pacific Time on August 14, 2026
- Evaluation period: Ten business days following the opening of bids.
- Opening of Bids: Bids will be opened electronically during a virtual meeting between Geosyntec and the GSAs at 10 am on August 17, 2026. The virtual meeting will be recorded and made available upon request.
- Selection of qualified bidder: 5 pm Pacific Time on August 28, 2026

Submittal Instructions

- Bids must be submitted within twenty-one (21) calendar days of the date of this invitation to bid. Late submittals will not be accepted.
- Bids must be submitted via email to the Geosyntec administration team via email at Tyler.Tomblin@geosyntec.com. The administrator will review the bid upon receipt to confirm all required elements have been submitted. Following confirmation, the administrator will hold all submissions until the date of the opening of bids by the project team.
- Bid submittal documents must be in electronic PDF format.
- Please include signature from an appropriate company official, authorized to commit the bidder to deliver the specific scope of work, at the estimated cost.
- The cost proposal should be presented separately from the technical proposal.
- A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- Costs incurred for developing bids and in anticipation of award are entirely the responsibility of the bidder and shall not be charged to the SYRWCD or Geosyntec.

Evaluation and Selection

- At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements.

- Geosyntec will evaluate each bid to determine its responsiveness to the published requirements.
- Reference list for two former public agency clients receiving comparable services to what is requested in this RFP, including the project manager's name and telephone number.
- Bidders must meet minimum Health and Safety metrics to be considered.
 - Total Recordable Incident Rate (TRIR) 1.0 or less
 - Experience Modification Rate (EMR) 1.0 or less
 - Days Away / Restricted / Transfer (DART) 1.0 or less
- Bidders who accept the contract terms without requested modifications will receive a higher ranking compared to bidders who request modifications to the contract language.
- Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- In the event of discrepancy between unit and prices and totals, unit prices will prevail.
- There is no preference or incentive program to select a certified small or disadvantaged business.
- Award, if made, will be to the lowest-cost, fully responsive and responsible bidder.

Award and Protest

Award of the contract, if awarded, will be made to the lowest responsive and responsible bidder whose bid complies with the published requirements. A single award will be made for all the bid items in the Bid Schedule. A notice of award will be provided to indicate the SYRWCD's acceptance of the bid.

Any bid protest relating to the form or content of the bidding must be submitted in writing to the SYRWCD at least ten (10) business days prior to the final bid submittal date. Any bidder who submits a bid shall be deemed to have waived any protest to the form or content of the bidding. Any bid protest relating to the award of the contract for the work must be submitted in writing electronically to SYRWCD at the following addresses: ema@santaynezwater.org, wma@santaynezwater.org, and CMA@santaynezwater.org. The protest must be received before 5:00 p.m. of the third business day following awarding of the contract.

The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion(s) of the bid documents which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties who have a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending on the outcome of the protest. The documents shall be transmitted electronically to SYRWCD.

The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing legal proceedings.

ITEMS REQUIRED FOR A COMPLETED BID PROPOSAL

- Fully populated and signed Bid Schedule (signature from appropriate company officer)
- Completion of Non-Collusion Affidavit
- References from two former public agency clients
- Proof of valid C-57 license
- List of Subcontractors
- List of Material/ Equipment Suppliers
- Acknowledgement and acceptance of Insurance Requirements
- Company Health & Safety Metrics (TRIR, EMR, DART)
- Proof of Worker's Compensation Insurance

ATTACHMENTS:

Attachment A: Construction Bid Package

Attachment B: Bid Schedule

Attachment C: Construction Bid Package Supporting Table and Figures

Attachment D: Non-Collusion Affidavit

Attachment E: Draft Sub-contract Agreement

Attachment A

Construction Bid Package

Construction Bid Package - Installation and Development of
Monitoring Wells and Piezometers
Santa Ynez River Valley Groundwater Basin, California
Western Management Area

1. BACKGROUND

The Santa Ynez River Valley Groundwater Basin (SYRVGB) is managed in accordance with California's Sustainable Groundwater Management Act (SGMA) via three distinct Groundwater Sustainability Agencies (GSAs). The three GSAs are identified as the Eastern, Central, and Western Management Areas (EMA, CMA, and WMA), respectively.

Each GSA has identified specific data gaps in their groundwater monitoring networks which are described in detail in the Groundwater Sustainability Plan (GSP) for each respective GSA. **This Request for Proposal (RFP) applies to the scope of work to be completed within the WMA only.**

To address data gaps identified in the WMA's GSP, installation of one monitoring point (one monitoring well) is proposed in the WMA of the SYRVGB.

The scope of services included in this bid package are provided in the below sections. The targeted drilling location is summarized on **Figure 1** and is shown in detail on **Figure 2**.

This scope is based on a Technical Memorandum that was submitted to the California Department of Water Resources (CDWR). The proposed well constructions details from that submittal, essential to this scope, are included herein as **Table 1**.

2. BID ITEM DESCRIPTION

The following presents a description of the bid items listed on the Bid Schedule (**Attachment B**). The Bid Schedule has been itemized into the following categories, described in further detail below: mobilization/ demobilization and installation of WMA

monitoring well. The Contractor shall complete the Bid Schedule in its entirety to provide the estimated cost to complete the project.

Pre-field (Items 1 – 3)

Under Item 1, the Contractor shall prepare a Health and Safety Plan to be submitted prior to construction before the Notice to Proceed will be issued. The Health and Safety Plan should be inclusive of the SYRVGB wide scope (installation of six monitoring points), and does not need to be specific to the GSA. For this reason, pricing included in the Bid Schedule for the WMA should be reflective of one-third of the total cost to prepare the Health and Safety Plan.

Under Items 2 and 3, the Contractor will be responsible for obtaining required well permits for the project scope and contracting for traffic control, where applicable.

Permits are anticipated to include obtainment of well installation permits through Santa Barbara County and obtainment of an encroachment permit through Santa Barbara County. Anticipated traffic control measures for each location located in the Public Right-of-Way (ROW) is briefly described below:

- WMA Monitoring Well: Work area delineation only.

Marking for Underground Service Alert (USA) of the drilling locations will be conducted by Geosyntec. Information from the USA ticket will be provided to the Contractor.

Mobilization / Demobilization (Items 4 – 6)

Under Item 4 the Contractor shall perform necessary preparatory work and operations to commence work on the installation of one monitoring well listed in the Bid Schedule as well as related work. This item shall include activity and costs incurred prior to work on the other contract items described herein and involves, but is not limited to, the movement of personnel, supplies, and equipment to the site; required Occupational Safety and Health Administration (OSHA) training for personnel; and for labor, daily crew cost, equipment, and supplies for setup of the work area.

Item 5 shall include daily costs for the drilling contractor crew for the entirety of the project.

Items 1C and 2C should include costs for overnight and weekend onsite security services if contractor deems necessary. It is the contractor's responsibility to ensure equipment is secured during periods of no work. Weekday overnight hours will be from 5pm to 7am Monday through Friday (Item 1C). Weekend hours will extend from 5pm Friday to 7am Monday (Item 2C). **Security firm quote and breakdown of security cost estimate must be included with the Contractor bid.**

Item 6 must include costs for portable toilet rental use onsite at each drilling location for the duration of the project.

Drilling and Installation of 1 Monitoring Well Development (Item 7 through 27)

Under these items, the Contractor shall provide labor, equipment, and materials needed to drill and install one monitoring well to 600 feet below ground surface (ft bgs). The borehole will need to be cleared to 5 ft bgs and to a diameter 10% greater than the planned drilling diameter by either hand auger or air-knife (if determined required). The WMA monitoring well is anticipated to be installed by mud-rotary or sonic drilling methodology. The contractor shall provide technical rationale in their submittal on which drilling method is appropriate to achieve the stated scope considering the targeted installation depths and knowledge of drilling conditions in the area. The contractor shall highlight potential time and cost savings benefits for their proposed drilling approach. Should mud-rotary drilling methodology be selected, contractor is responsible for providing geophysical borehole logging following completion of the borehole and prior to installation of the monitoring well.

Based on the selected drilling method, the Contractor will select a borehole size to allow a minimum 2-inches annular space between the well casing and borehole on all sides.

Contractor general responsibilities to complete the drilling and installation scope will include the following:

- Contractor is responsible to conduct a pre-field site walk to confirm drilling locations are safe and accessible, prior to mobilization of equipment and crews.
- Contractor is responsible for implementing the requirements of the encroachment permit, including traffic control, if applicable.
- Contractor is responsible for management and disposal of excess soil cuttings, mud, or water generated during drilling. For the purposes of the bid, assume that all locations will require generated drilling wastes to be disposed of off-site.
- Contractor is responsible for obtaining water for use during drilling, installation, development, and onsite decontamination procedures (if performed). It is the Contractors' responsibility to convey water from nearby metered hydrants to the drilling sites or to provide water to the Site via totes.
- Contractor shall be responsible for minimizing construction footprints, preventing migration of drilling fluids offsite. The Contractor shall identify areas where hardscape/public rights-of-way may be damaged from drilling activities prior to beginning work. Damage caused to the hardscape/ public rights-of-way from drilling activities are the responsibility of the Contractor to remedy if the damage results from Contractor negligence or from faulty drilling equipment.
- Contractor is responsible for obtaining power for use during all drilling and well construction, installation, and development operations. The source of power is subject to the review and approval of Geosyntec.
- Contractor is responsible for implementing the scope in general accordance with the CDWR Well Standards (Bulletin 74 series).
- Contractor will complete and submit a CDWR Well Completion Report for each monitoring point location within 30 days following completion of the project. A copy of the Well Completion Report will be provided to the SYRVGB.

Anticipated well construction details, including maximum drilling depths, are included in **Table 1**. Descriptions of the activities and additional Contractor responsibilities required to complete the well installation are provided below.

Lithologic Logging During Drilling

Geosyntec will be on-site to record subsurface information on field borehole logs, collect core samples if necessary, and record the physical characteristics of sediment or bedrock materials encountered. The Contractor shall advance the well bores to ensure recovery / manage and label core samples in the field to support Geosyntec logging.

Should mud-rotary drilling be performed, drill cuttings will be continuously observed along with periodic confirmation core samples collected from the target zone (Paso Robles Formation) to verify the anticipated well-screen intervals. Core sampling will be conducted with a wire-line coring system (or equivalent). The depths of the core samples will be at the discretion of the supervising Geosyntec staff and will include the following intervals:

- Top of the Paso Robles Formation (based on available Geologic cross-sections) (up to 2 core samples),
- Ten-foot intervals across the proposed screen interval (up to 4 core samples).

Should sonic drilling be performed, continuous core samples will be collected to support logging through the entirety of the borehole.

Geophysical Logging Requirements

Where mud-rotary drilling is utilized, after reaching total depth in the monitoring well boreholes, the Contractor shall provide, or shall arrange to have provided, all labor, daily crew cost, equipment, and materials needed to perform a suite of downhole geophysical logs in the mud-filled borehole. The geophysical logs will be performed within the open borehole and shall include natural gamma, 16-inch normal resistivity, and 64-inch normal resistivity.

Geophysical data will be reviewed by a Geosyntec licensed Professional Geologist and utilized to finalize the well screen interval. It is anticipated that up to 4-hours of standby time may be required for each well to review the geophysical information and determine the final well screen interval and confirm the well construction details in coordination with the GSAs.

Drilling Mud Management

For monitoring well boreholes drilled using mud-rotary technology, the Contractor shall dilute the drilling mud in the boreholes prior to installation of any well casing materials to the extent possible without compromising borehole stability. The drilling mud in the borehole shall be diluted with fresh water for the purpose of removing the amount of drilling mud from the immediate vicinity of the anticipated well screen. The Contractor is responsible for the stability of the borehole and is responsible for deciding the appropriate extent to which the mud should be thinned.

Monitoring Well Construction

The monitoring well shall be constructed using 4-inch nominal diameter schedule 80 PVC casing and 0.040 factory-slotted screen. Monitoring well screen interval will target the fully saturated, first water-bearing zone, of the Lower Aquifer in the WMA.

Well casings and screen shall be new and the exact length of blank casing and well screen to be used in the construction of the wells will be determined based on conditions observed during drilling and (if applicable) analysis of geophysical logs¹. Monitoring wells will be constructed with centralizers placed at 40-foot intervals to keep the well centered in the borehole during installation.

General monitoring well schematics are included as **Figure 3**.

¹ It is anticipated that approximately 4 hours of standby time may be required per monitoring well for review lithologic field data and geophysical data (if collected) in order to finalize targeted screen intervals for the monitoring wells. The contractor is expected to have the well materials/supplies for installation by the time the boreholes have been completed.

Monitoring Well Annular Material & Completion

As necessary, over-drilled borehole(s) will first be backfilled with bentonite pellets to the bottom of the designed well filter pack interval. Bentonite will be placed downhole via tremie pipe in 2-foot lifts until the bentonite is within 10-feet of the bottom of the designed well filter pack interval to allow for hydration and associated expansion.

Following placement of casing into the borehole, the annulus between the screen interval and the borehole wall will be filled with clean graded silica sand via tremie to approximately 5 feet above the top of the screen.

A surge block will be applied by the Contractor to the monitoring point to induce settlement of the filter pack. Additional filter pack material will be added following surging, until the filter pack extends approximately 5 feet above the top of the screen interval. Approximately 2 feet of transition sand will then be placed above the filter pack to prevent the intrusion of annular sealants into the filter pack. Filter pack placement shall be monitored regularly during installation with an accurate, graduated measuring tape. The measuring tape shall be equipped with a tip on the downhole end of sufficient weight to quickly fall to the bottom of the annular space. The installed volume of sand filter pack and transition sand material should agree with the volume of the borehole and will be monitored and recorded during installation by Geosyntec's onsite field geologist. The sand filter pack and transition sand emplacement shall be invoiced and paid on a per cubic foot basis at the bid price submitted by the Contractor.

In instances of mud-rotary well installation, following emplacement of the sand filter pack, bailing will occur to remove drilling mud and sediment that may have entered the casing during installation by the Contractor. During bailing, care shall be taken to keep the boring annulus filled with fresh water to avoid collapse of the borehole.

Following emplacement of sand filter pack and transition sand material in each well, the Contractor shall install a bentonite seal consisting of either bentonite chips or pellets using a tremie pipe. The thickness of the bentonite seal shall be approximately 10 feet for monitoring wells. The remaining borehole annulus will be backfilled with an approximately 5% bentonite/ 95% cement grout mixture pumped via tremie pipe. The Contractor is responsible to ensure that the cement/grout seal is competent and that it is

applied in appropriate lifts to prevent damage to the well caused by the heat generated as the seal cures. It's expected that wells will require multiple days to allow grout to settle / cure appropriately, prior to finishing surface completions.

The Contractor shall provide and install a locking steel riser and surrounding traffic-rated bollards to protect and secure the well.. Note that well completions will be determined prior to drilling and may result in a change to flush-mount well boxes should it be required per the encroachment permit or at the direction of the property owner.

Well Development

The Contractor shall provide labor, daily crew cost, equipment, and materials to develop the newly installed monitoring wells to remove drilling mud, native silts and clays, and a fraction of the finer materials from the filter pack. Well development will occur no sooner than 48 hours following well installation.

Development will consist of use of a surge block, bailer, and submersible pump. Initially, a surge block and bailer will be used to swab the screen intervals and to remove accumulated sediment, respectively. Once the sediment has been removed, a submersible pump will be used at multiple depth intervals within the screen interval to complete the development. Water quality parameters, including temperature, pH, specific conductance, turbidity, and dissolved oxygen, will be monitored by the Contractor during development until they sufficiently stabilize. Field data collected during the well development procedure will be recorded on a well development log by Geosyntec field personnel.

Development will be considered complete when field readings of pH, temperature, specific conductivity, and turbidity have stabilized (i.e., a variance of 10% or less between subsequent measurements) and until Geosyntec decides that further development is unnecessary. A turbidity reading of less than 5 Nephelometric Turbidity Units will be attempted to be achieved.

Purge water produced during development will be managed by the Contractor as described in the below section, and in accordance with Santa Barbara County Environmental Health Division Guidance.

Waste Management

For costing purposes, please assume that the monitoring point location will require off-site disposal of waste.

Contractor shall provide the means (soil hopper, forklift, transfer pump, hose, etc.) for handling, containing, and moving drilling mud, soil cuttings, and produced water from the borehole into department of transportation (DOT)-rated containers. The Contractor shall segregate drilling mud, soil cuttings, produced water, and decontamination water. Contractor will arrange for disposal of all drilling mud, soil cuttings, and produced water in accordance with Santa Barbara County Environmental Health Division Guidance, and provide their technical approach in managing the waste highlighting time and cost savings.

Attachment B
Bid Schedule
(see separate Excel spreadsheet)

Attachment C

**Construction Bid Package Supporting
Tables and Figures**

Table 1
Proposed Well Construction Details
Monitoring Well Construction Bid Package
Santa Ynez River Valley Groundwater Basin, Groundwater Sustainability Agencies

Well Information			Drilling Information			Well Construction				
Well ID	Well Type	Well Access	Maximum Drilling Depth <i>(ft-bgs)</i>	Drilling Method (1)	Top - Bottom Depth of Target Unit (Paso Fm) (2) <i>(ft-bgs)</i>	Well Diameter <i>(inches)</i>	Proposed Well Depth (3) <i>(ft-bgs)</i>	Proposed Well Screen Interval (3) <i>(ft-bgs)</i>	Well Screen Slot Size <i>(inches)</i>	Construction Material
WMA MW	Monitoring	Public ROW	600	Mud Rotary or Sonic	126 - 500	4	560	520 - 560	0.040	Sch 80 PVC

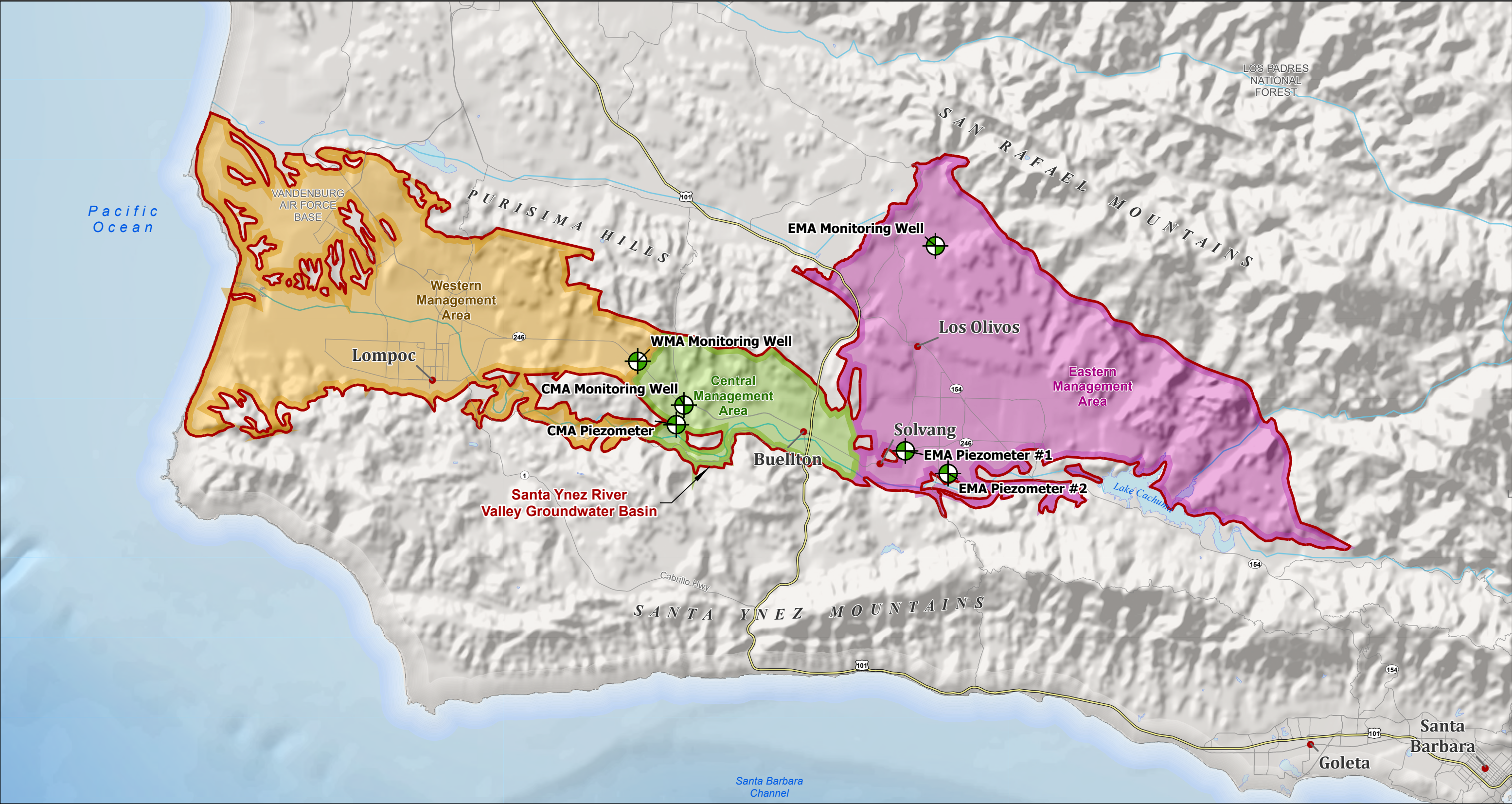
Well ID	Filter Pack				Seal		Surface Completion
	Filter Pack Interval <i>(ft-bgs)</i>	Filter Pack Type (4)	Transition Pack Interval <i>(ft-bgs)</i>	Transition Sand (5)	Bentonite Seal Interval <i>(ft-bgs)</i>	Neat Cement Grout Seal Interval (6) <i>(ft-bgs)</i>	
WMA MW	515 - 560	#3	513 - 515	#2/12	503 - 513	0 - 503	Well Monument

Notes:

- (1) The drilling method for monitoring well locations (i.e. WMA#1) may be mud-rotary or sonic depending on the total depth planned to be drilled, anticipated lithology, and waste management considerations.
- (2) Estimated depths to the target unit are based off Geosyntec's geologic model for WMA.
- (3) The proposed well depth and screen interval are subject to change based on lithology encountered. Wells will target the first water bearing zone within the Paso Fm, if encountered. Total well depth will not exceed the maximum drilling depth.
- (4) The nominal size for #3 sand is 8 x 20
- (5) The nominal size for #2/12 sand is 12 x 20.
- (6) Neat cement grout to consist of 5% bentonite and 95% cement grout mixture.

Abbreviations:

ft-bgs = feet below ground surface
HSA = Hollow stem auger
MW = monitoring well
NA = not applicable
Paso Fm = Paso Robles Formation
PVC = polyvinyl chloride
PZ = piezometer
ROW = right of way
Sch = schedule
WMA = Western Management Area



Legend

- Approximate Proposed Well Location
- Santa Ynez River Valley Groundwater Basin
- Central Management Area (CMA)
- Eastern Management Area (EMA)
- Western Management Area (WMA)

San Francisco
Santa Barbara County
Los Angeles
San Diego

N

0 20,000 Feet

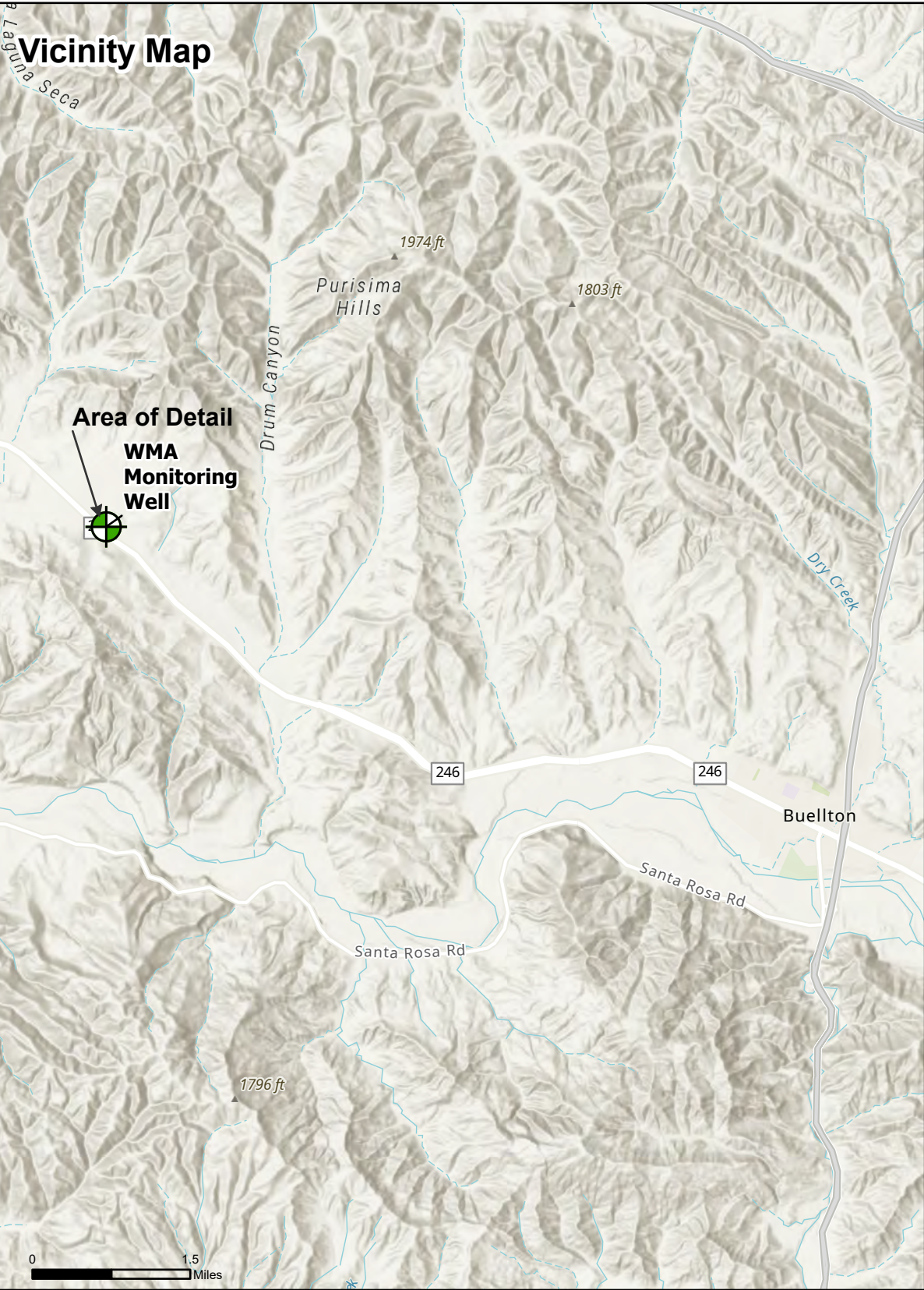
Groundwater Sustainability Agency Boundaries and Proposed Well Locations

Santa Barbara County
California

Geosyntec
consultants

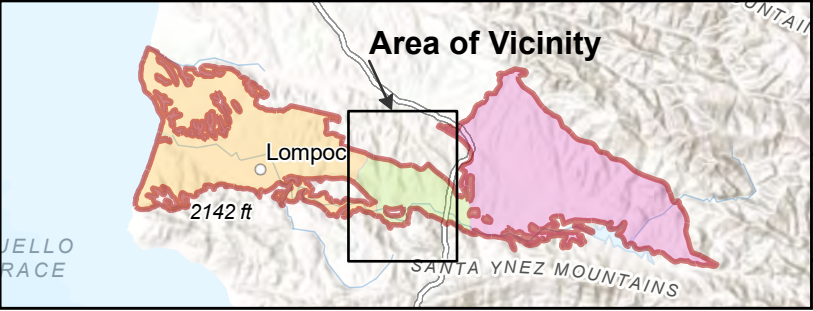
Figure
1

Santa Barbara	April 2026
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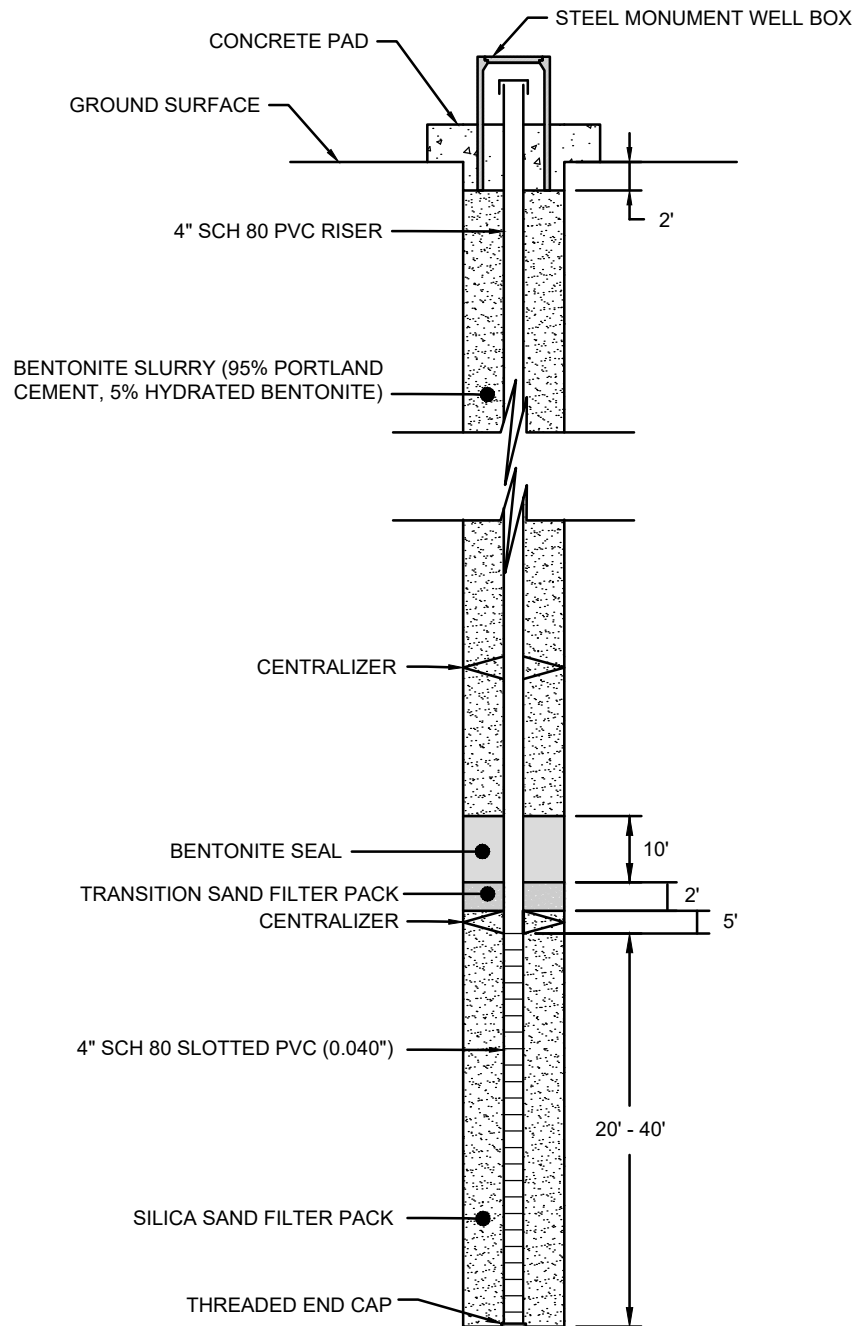


Legend

- Approximate Proposed Well Location
- Santa Ynez River Valley Groundwater Basin
- Central Management Area (CMA)
- Eastern Management Area (EMA)
- Western Management Area (WMA)



Western Management Area Monitoring Well Proposed Location Campbell Road Buellton, California	
Geosyntec consultants	
Santa Barbara	April 2026



NOTES:

1. NOT TO SCALE
2. FT BGS = FEET BELOW GROUND SURFACE
FT MSL = FEET ABOVE MEAN SEA LEVEL
3. NOMINAL BOREHOLE DIAMETER 10 OR 12 INCHES.

MONITORING WELL
CONSTRUCTION SCHEMATIC

SANTA YNEZ RIVER VALLEY
GROUNDWATER BASIN, CALIFORNIA

Geosyntec
consultants

PROJECT NO: SB1284

April 2026

Figure

3

Attachment D

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

I, _____, declare that I am _____
(sole owner, a partner, president, secretary, etc.)

of _____
the party making the foregoing bid covering _____
_____;

that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: _____

Title: _____

Note: This affidavit must be acknowledged before a Notary Public.

****END OF SECTION****

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Attachment E
Draft Sub-contract Agreement

AGREEMENT

[**INSERT PROJECT NAME / NUMBER**]

This Contract is made this **INSERT DAY** day of **INSERT MONTH**, 202 , between the
_____, (“GSA”)
and **INSERT CONTRACTOR NAME**
 (“Contractor”). GSA and Contractor may be collectively referred to as “Parties” and
individually as a “Party.”

RECITALS

- A. GSA is a public entity organized under the laws of the State of California, including the Joint Exercise of Powers Act (Government Code section 6500, et seq.) and the Sustainable Groundwater Management Act (Water Code section 10720, et seq.), with power to contract for services necessary to achieve its purposes.
- B. GSA desires to engage Contractor for performance of the following public work of improvement Santa Ynez River Valley Groundwater Basin Well Point Installation Project (the "Project" or the "Work").
- C. Contractor represents that it is a licensed contractor pursuant to section 7000 et seq. of the Business and Professions Code in the following classification(s) C-57 which it shall maintain for the duration of the Contract.
- D. Contractor further represents that it has examined and is fully familiar with all of the provisions of the Contract Documents; that it has satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, and all other matters which can in any way affect the Work or the cost thereof.
- E. Contractor has submitted a bid, incorporated herein by this reference, to perform all work and furnish the labor, supervision, materials and equipment, and operations necessary and required to complete the Project in strict accordance with the provisions of the Contract Documents, and at the prices stated.
- F. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which the Contractor shall complete the Project.

SECTION 1 - SCOPE

A. Contractor shall furnish all necessary construction, management, supervision, labor, materials, tools, supplies, equipment, plans, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

The Project's objective is to address data gaps identified in the groundwater monitoring network within each GSA through installation of three monitoring wells and three piezometers (collectively referred to as monitoring points) at six different locations in the Santa Ynez River Valley Groundwater Basin (SYRVGB). This will specifically include the following general scope within each GSA. Further details of the scope are included in the Bid Documentation.

- EMA GSA: Installation of one monitoring well (up to depth of 300 feet below ground surface [bgs]) and two piezometers (up to depth of 100 feet bgs).
- CMA GSA: Installation of one monitoring well (up to depth of 240 feet bgs) and one

- piezometer (up to depth of 100 feet bgs).
- WMA GSA: Installation of one monitoring well (up to depth of 600 feet bgs).

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

1. Submit any required samples, equipment specifications , certificates, operations and maintenance instructions, guarantees, health and safety plan, and other submittals no later than 15 working days after the date GSA issues a Notice to Proceed and before the preconstruction meeting.

2. Submit a list of any permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the required date for the receipt of the permit.
3. Protect all materials to be used in the Work in accordance with the specifications.
4. Protect existing facilities and personal property.
5. Attend a preconstruction conference with GSA to discuss schedule, access, sequence of work, and other issues.
6. If requested by GSA, prepare and submit a written daily activity report to GSA for each day on which work is performed, including weekends and holidays when worked, and submit reports to GSA no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
7. The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
8. Coordinate with GSA-scheduled events.
9. The Contractor is responsible for researching and complying with all applicable laws and regulations, including local laws, regulations and codes, and agencies and jurisdictions that regulate and govern the Work, and obtaining all permits, licenses and approvals required for Contractor and any subcontractors to complete the Work.
10. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.
11. Contractor shall ensure that all Work is performed in compliance with all requirements of the Grant Agreement between the State of California (Department of Water Resources) and Santa Ynez River Water Conservation District, Agreement Number 4600015625, Sustainable Groundwater Management Act (SGMA) Implementation Grant, dated January 19, 2024, as amended, hereinafter, the "Grant Agreement," as applicable to the Work, which is a portion of Component 5 of the Grant Agreement. A true and correct copy of the Grant Agreement is Attachment E hereto and incorporated herein by this reference. Without limiting the scope of the foregoing, Contractor shall: maintain books and records relative to the work for 3 years after final disbursement of proceeds under the Grant and make the books and records available for State auditor's inspection, and post credit signage at the work site, all as required by Sections D.1, D.2, and D.5 of Exhibit D of the Grant Agreement; prepare and submit to the GSA all Health and Safety Plan(s) and traffic control plan(s) prior to commencement of any construction as required by the Grant Agreement; comply with Section D.16. of

Exhibit D of the Grant Agreement regarding Drug-Free Workplace Certification; permit the Department of Water Resource of the State of California the right to inspect the work being performed at any and all reasonable times, and such right shall be incorporated in all of Contractor's contract and subcontracts relating to the work, as required by Section D.25 of Exhibit D of the Grant Agreement; comply with Section D.26. of Exhibit D of the Grant Agreement regarding Labor Code Compliance; comply with Section D.39 of Exhibit D of the Grant Agreement regarding suspension/debarment for false certification; and comply with Section D.28 of Exhibit D of the Grant Agreement regarding Nondiscrimination.

B. The following documents are incorporated into and made part of this Contract by this reference:

All Bid Documentation including
Advertisements
Contractor's Proposal and related Documents
Contractor's Licensing Statement
Non-Collusion Affidavits
Notice of Intent to Award
Notice(s) of Award
Notice(s) to Proceed
Insurance Requirements (Attachment A)
Designation Of Subcontractors Form (Attachment B)
Public Works Contractor Registration Certification (Attachment C)
Payment and Performance Bonds (Attachment D)
Grant Agreement (Attachment E)
Contractor's Proposal/Schedule of Pay Items
Plans, Drawings, and Specifications
General and Special Conditions
Appendices and Addenda
Change Orders issued in accordance with the Contract Documents

C. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Contract, Insurance Requirements, Construction Bid Package (also referred to as Technical Specifications), Plans, Invitation to Bid (also referred to as Standard Specifications), Contractor's Proposal/Schedule of Pay Items.

D. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the Contract Documents, the more stringent requirements shall govern.

SECTION 2 - PRICE

A. GSA agrees to pay, and Contractor agrees to accept, the sum of _____ Dollars (\$_____) (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by GSA, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted.

B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. GSA shall make payment within ninety (90) days of receipt of an undisputed payment application, less five percent retention. GSA shall release the retained funds (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date GSA accepts the Work. Pursuant to Public Contract Code section 22300, for monies earned by the Contractor and withheld by GSA to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code section 22300.

If any of the Work is to be paid based on unit prices, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by GSA, for unit price items listed, if any, in the Schedule of Pay Items. Following GSA's acceptance of the Work, the Contractor shall submit to GSA a written statement of the final quantities of unit price items for inclusion in the final payment request. GSA shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment. GSA makes no representation that the actual quantities of work performed will not vary from the estimates

C. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to GSA, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code sections 8132, 8134, 8136 and 8138) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.

D. In accordance with California Public Contract Code Section 22300, GSA will permit the substitution of securities for any monies withheld by GSA to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with GSA, or with a state or federally chartered bank in California as the escrow agent, and thereafter GSA shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term

"satisfactory completion of the contract" shall mean the time GSA has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The escrow agreement used for the purposes of this Section shall be in the form provided by GSA.

SECTION 3 - ENTIRE AGREEMENT

This Contract represents the entire agreement between GSA and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

SECTION 4 - TIME

A. Contractor shall complete the Project no later than **90 days** following GSA's issuance of the Notice to Proceed (the "Contract Time").

B. Contractor shall provide GSA with scheduling information in a form acceptable to GSA, including any changes made by GSA in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.

C. If Contractor fails to complete the Project within the Contract Time, GSA will sustain damage. It is and will be impracticable to determine the actual damage which GSA will sustain in the event of and by reason of such delay; therefore, Contractor will pay to GSA a sum of \$1,000 for each and every calendar day beyond expiration of the Contract Time. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that GSA may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

D. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, GSA shall have the right to extend the Contract Time or not, as may seem best to serve the interests of GSA; and if it decides to extend Contract Time, GSA shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.

E. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, provided that the Contractor shall within three (3) days from the beginning of any such delay, notify GSA, in writing of the causes of delay. GSA shall ascertain the facts and the extent of delay, and its findings thereon shall be final and conclusive.

F. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of GSA, Contractor must give GSA written notice of the commencement of delay within three (3) days of its occurrence.

SECTION 5 - LABOR

A. Prevailing Wages. The Contract is subject to California Labor Code Sections 1720 et seq., and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. The Contractor and each subcontractor shall forfeit as a penalty to GSA not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

B. Employment of Apprentices. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Payroll Records. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to GSA, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

D. Public Works Contractor Registration

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Contractor shall execute the Public Works Contractor Registration Certification attached hereto as Attachment C, attesting to the facts contained therein. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

E. Hours Of Work.

1. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to GSA, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815.
2. If Contractor requests overtime work in which GSA will incur costs, Contractor shall be responsible for payment of GSA's costs incurred in connection with the overtime work. GSA will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, GSA may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

F. Labor Compliance. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

G. Labor Certification. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

H. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

SECTION 6 - CHANGES IN WORK

A. Contractor shall make no changes in the Work without written direction from GSA. Contractor shall not be compensated for any change made without GSA's written direction, i.e., a Change Order. No changes in the work covered by this Contract shall exonerate any surety or any bond given in connection with this Agreement.

B. If GSA directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;

2. By a combination of existing and new unit prices and related quantities for the changed work;
3. Time and Materials, calculated as set forth in Section 6(C), below; or
4. By mutual acceptance of a lump sum.

C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in the California Department of Transportation official equipment rental rate schedule which is in effect on the date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.
 - (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.
 - (b) Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - (c) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.
4. Work Performed by Special Forces or Other Special Services: When GSA and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is

required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

5. Overhead Defined. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.
6. Overhead And Profit For Time And Materials. For work Contractor performs on Time and Materials at GSA's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.
 - (a) Overhead and profit on labor shall be fifteen percent (15%).
 - (b) Overhead and profit on materials shall be fifteen percent (10%).
 - (c) Overhead and profit on equipment rental shall be ten percent (10%).
 - (d) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.
 - (e) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

D. If GSA directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, GSA will make a reasonable adjustment to the Contract Time.

SECTION 7 - CLAIMS AND DISPUTES

A. If any dispute shall arise between GSA and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to GSA within three (3) days

after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

B. If a claim cannot be resolved through direct discussions between GSA and Contractor, disputes for \$375,000 or less shall be handled in accordance with Public Contract Code Sections 20104 et seq. GSA shall respond in writing within the statutory time period(s), or, may request in writing within 30 Days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims GSA may have against the claimant. If additional information is needed thereafter, it shall be provided upon request. GSA's response shall be submitted within the statutory timeframe after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

C. If a claim is more than \$375,000, GSA shall respond in writing within a reasonable period of time to review and analyze the claim. The parties also agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.

D. If the claimant disputes GSA's response, or if GSA fails to respond within the statutory time period(s), the claimant may so notify GSA within 15 Days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, GSA shall schedule a meet and confer conference within 30 Days.

E. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code sections 900 et seq. and Government Code sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

F. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by GSA, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

G. Venue for any litigation arising out of or relating to this Contract shall be Santa Barbara County, California.

H. Pursuant to Public Contract Code section 9201, GSA shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

SECTION 8 - INSPECTION AND PROTECTION OF WORK

A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by GSA.

B. All Work shall be inspected by GSA. If GSA is unable to provide an inspector or inspectors, Contractor shall reschedule the Work for another time at no cost to GSA. Work performed without inspection shall be rejected.

C. Contractor and all its subcontractors shall make the work accessible at all reasonable times for inspection by GSA and the Department of Water Resources of the State of California.

Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by GSA.

D. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, GSA shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including, but not limited to, the Grant Agreement, plans, drawings, and specifications, all change orders and all interpretations and instructions previously issued.

E. GSA may reject materials or Work that does not meet the requirements of the Contract Documents. If GSA does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to GSA.

SECTION 9 - ASSIGNMENT AND SUBCONTRACTING

A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.

C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to GSA, the subcontractor shall be removed immediately on the request of GSA in the manner required by law and shall not again be employed on the work.

E. Contractor shall not assign any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of GSA, which consent may be withheld in GSA's sole and absolute discretion.

SECTION 10 - TERMINATION

A. Should Contractor fail within seven (7) calendar days from receipt of GSA's written notice to correct any default, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of GSA, or failure to pay its creditors, GSA may terminate this Contract and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, GSA shall have the right to take whatever steps it deems necessary to complete the Project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of GSA's corrective action, including reasonable overhead, profit and attorneys' fees.

B. GSA may at any time terminate the Contract at GSA's convenience upon five (5) days

written notice to Contractor. In the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to GSA's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against GSA for any additional compensation or damages in the event of such termination.

C. If GSA terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION

A. GSA and all officers, directors, employees, contractors, volunteers, and agents thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of GSA's officers, directors, employees, contractors, volunteers, or agents.

B. Contractor shall indemnify, defend, and hold harmless the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency ("CMA GSA"), the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency ("EMA GSA"), the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency ("WMA GSA"), the Department of Water Resources of the State of California ("State"), and the Santa Ynez River Water Conservation District ("Conservation District"), as Grantee under the Grant Agreement, and their respective officers, directors, contractors, employees, volunteers and agents from and against all liability, loss, claims, allegations, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or related to the Work, the Project, or breach of this Contract, except such loss or damage which is caused by the sole or active negligence or willful misconduct of GSA. Should conflict of interest principles preclude a single attorney from representing the CMA GSA, EMA GSA, WMA GSA, State, Conservation District and Contractor, or should either the CMA GSA, EMA GSA, WMA GSA, Conservation District or State otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CMA GSA, EMA GSA, WMA GSA, Conservation District, and State, as applicable, its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the CMA GSA, EMA GSA, WMA GSA, Conservation District, State (and their officers, directors contractors, employees, agents, and volunteers) except for claims determined by a trier of fact to have been the result of the CMA GSA's, EMA GSA's, WMA GSA's, Conservation District's or State's sole or active negligence or willful misconduct, as may be applicable. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

C. In addition to any remedy authorized by law, contract funds sufficient to pay for any claim may be retained by GSA until disposition has been made of such suits or claims for damage.

SECTION 12 - BONDS AND INSURANCE

A. Bonds.

1. Within fifteen (15) working days after being notified of the award of the contract, and before GSA will execute this Agreement, the Contractor shall furnish and file with GSA Performance and Payment Surety bonds as set forth below.
2. Contractor shall submit the bonds on the forms provided Attachment D, attached hereto, duly executed by a responsible corporate California-admitted surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to GSA conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance.

1. Contractor shall obtain, at its sole cost and expense, all insurance required by Attachment A. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to GSA and Conservation District within fifteen (15) working days after being notified of the award of the contract, and before execution of this Agreement by GSA.

SECTION 13 - WARRANTY

Contractor warrants to GSA that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents of 1 year(s) or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This Section shall not limit GSA's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. GSA specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

SECTION 14 - LAWS TO BE OBSERVED

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees, including subcontractors, to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify GSA, and all officers, directors, agents, contractors, employees, and volunteers thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law,

ordinance, regulation, order, or decree. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to GSA in writing.

C. This Contract shall be governed by and construed in accordance with the laws of the State of California.

SECTION 15 - CLEAN-UP

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, GSA may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

SECTION 16 - STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

SECTION 17 - COMPLIANCE WITH STATE STORM WATER PERMIT

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2022-0057-DWQ, including any and all subsequent amendments and National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

SECTION 18 - MISCELLANEOUS

A. Existing Utilities.

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require GSA to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. Underground facilities not known to GSA may exist, or be in a location different from that which is shown in the Contract Documents.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code section 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

After the utility survey is complete, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. Contractor shall notify GSA before starting potholing operations. The Contractor shall uncover all piping and conduits to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved.

The Contractor's attention is directed to the requirements of Government Code section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of section 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-upon time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify GSA in advance of this meeting.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 6 of this Contract – Changes in the Work – including payment for equipment on the Project necessarily idled during such work.

The right is reserved by GSA and the owners of underground facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connection or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

B. Differing Site Conditions.

1. The Contractor shall promptly, and before the following conditions are disturbed, notify GSA in writing of any:
 - (a) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law,
 - (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders before the deadline for submitting bids, or
 - (c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
2. Contractor shall give Notice in accordance with the Change Order provisions above.
3. GSA shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in

the Contract Documents.

4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.
5. In the event a dispute arises between GSA and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

C. Records and Audits.

1. Contractor and its subcontractors shall establish and maintain records pertaining to this Contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.
2. Contractor shall permit GSA and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. GSA further reserves the right to examine and re-examine said books, records, accounts, and data during the four (4)-year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for four (4) years after the termination of this Contract.
3. Pursuant to California Government Code section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

D. Clayton Act and Cartwright Act.

Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code section 7103.5, the Contractor and all of its subcontractors hereby offer and agree to assign to GSA all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or

materials pursuant to this Agreement. This assignment shall become effective when GSA tenders final payment to the Contractor without further acknowledgement by the parties.

E. Contractor Supervision.

The Contractor shall provide competent supervision and staffing of the Work as approved by GSA. As necessary, the Contractor or designated representative shall be present at all times while work is actually in progress. Supervisor(s) must be able to proficiently speak, read and write in English.

F. Character Of Workers.

If persons employed by the Contractor, including any subcontractors, shall appear to the GSA to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the request of GSA, and such person shall not again be employed on the Work.

G. Cooperation.

Should construction be under way by GSA, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. GSA reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

H. Notices.

All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

GSA:

[INSERT ADDRESS]

Attn: _____, Plan Manager

CONTRACTOR: |

[INSERT ADDRESS
INSERT ADDRESS**]** |

Attn: [INSERT NAME**]** |

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

[SIGNATURES ON FOLLOWING PAGE]

[INSERT GSA NAME]

[INSERT CONTRACTOR NAME**]:**

By: _____

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____
(Attach Acknowledgment for Authorized
Representative of Contractor)

Dated: _____

License No.: _____

Dated: _____

DRAFT

ATTACHMENT A
INSURANCE REQUIREMENTS FOR MINOR PUBLIC WORKS PROJECTS

1. Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to GSA that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence to the that the subcontractor has secured all insurance required under this Section.
2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract and shall verify subcontractors' compliance. Contractor's and subcontractors' insurance shall meet at least the following minimum levels of coverage:
 - (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, with statutory limits. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.
 - (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2 Million per occurrence, \$4 Million aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2 million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation: statutory limits. Employer's Liability limits of \$2 million per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.
 - (C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with GSA. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with GSA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, GSA has the right but not the duty to obtain the insurance it deems necessary and any premium

paid by GSA will be promptly reimbursed by Contractor or GSA may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, GSA may suspend or terminate this Agreement.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by GSA, to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California , and their respective directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, before their own primary insurance or self-insurance shall be called upon to protect them as a named insureds. Any insurance or self-insurance maintained by the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California , and their respective directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self- insurance maintained by the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy.

(D) All Coverages. Each insurance policy required by this Contract shall be endorsed to include the following provisions:

- (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the GSA and all additional insureds,
- (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to GSA, Santa Ynez River Water Conservation District, the Department of Water Resources of the State of California, or any other additional insureds,
- (iii) standard separation of insureds provisions,
- (iv) no special limitations on the scope of protection afforded to GSA, and all additional insureds,
- (v) waiver of any right of subrogation of the insurer against the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others required to provide insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by GSA. Contractor shall guarantee that, at the option of GSA, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
5. Claims Made Policies. Claims made policies are not acceptable.
6. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Contract until Contractor

has verified that the subcontractor has provided evidence to GSA that they have secured all insurance required under this Section. If requested by Contractor, GSA may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers, shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.

7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to GSA.
8. Verification of Coverage. Contractor shall furnish GSA with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to GSA. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by GSA before work commences. GSA reserves the right to require complete, certified copies of all required insurance policies, at any time.
9. Reservation of Rights. GSA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

END OF INSURANCE REQUIREMENTS

ATTACHMENT B
DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., Contractor shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

ATTACHMENT C
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: _____

DIR Registration Number: _____

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

ATTACHMENT D
BOND FORMS

DRAFT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the [REDACTED] (hereinafter referred to as "GSA") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the _____ in the sum of _____ DOLLARS, (\$ _____), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the GSA, its officers and agents, and others, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by GSA, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect GSA from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit GSA's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by GSA in enforcing such obligation.

Whenever Contractor shall be, and is declared by GSA to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at GSA 's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and GSA, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by GSA under the Contract and any modification thereto, less any amount previously paid by GSA to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit GSA to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by GSA under the Contract and any modification thereto, less any amount previously paid by GSA to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that GSA may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if GSA, when declaring the Contractor in default, notifies Surety of GSA's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 202__.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by Attorney-In-Fact.)

THE FOLLOWING INFORMATION IS MANDATORY:

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

END OF PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the _____ (hereinafter referred to as "GSA") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto _____ in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by GSA in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement

pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between GSA and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 202____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Proper Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

END OF PAYMENT (LABOR AND MATERIALS) BOND

ATTACHMENT E
GRANT
AGREEMENT

DRAFT

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
AGREEMENT NUMBER 4600015625**

SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Santa Ynez River Water Conservation District (WCD), a Public Agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to the Grantee to assist in financing the SGMA Implementation in the Santa Ynez River Basin (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Groundwater Sustainability Plans (GSP), or Alternative(s) to a GSP, for the Western Management Area (WMA), Central Management Area (CMA), and Eastern Management Area (EMA) of the Basin, which Grantee in combination with other local agencies manage through separate Groundwater Sustainability Agencies pursuant to SGMA. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the GSP or Alternative(s) to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 03, 2023, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by FEBRUARY 28, 2027, and no funds may be requested after MARCH 31, 2027.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$5,534,000. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023* (2021 Guidelines).
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by 11, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF),
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Brian Moniz at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Brian Moniz at Brian.Moniz@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
 - i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
 - v. Failure to routinely invoice the State pursuant to Paragraph 7.
 - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
 - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
 - B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
 - i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
 - ii. Terminate any obligation to make future payments to the Grantee.
 - iii. Terminate the Grant Agreement.

- iv. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than APRIL 30, 2024 with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
 - C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
 - D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.
 - E. Post Performance Reports: the Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
 - F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
 - G. Environmental Information Form (EIF): Prepare and submit the EIF within 30-days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with

this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

16. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Santa Ynez River WCD
William J. Buelow,
3669 Sagunto Street, Suite 101
Santa Ynez, CA 93460
Phone: (805) 693-1156
Email: bbuelow@syrwcd.com
Mailing Address:
P.O. Box 719
Santa Ynez, CA 93460

Direct all inquiries to the Grant Manager:
Department of Water Resources

Brian Moniz
Senior Water Resources Engineer
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (818) 549-2325
Email: Brian.Moniz@water.ca.gov

Santa Ynez WCD
William J. Buelow
Assistant General Manager,
3669 Sagunto Street, Suite 101
Santa Ynez, CA 93460
Phone: (805) 693-1156
Email: bbuelow@syrwcd.com
Mailing Address
P.O. Box 719
Santa Ynez, CA 93460

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

18. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A– Work Plan
- Exhibit B– Budget
- Exhibit C– Schedule
- Exhibit D– Standard Conditions
- Exhibit E– Authorizing Resolution Accepting Funds
- Exhibit F– Report Formats and Requirements
- Exhibit G– Requirements for Data Submittal
- Exhibit H– State Audit Document Requirements
- Exhibit I– Project Location
- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Appraisal Specifications
- Exhibit L– Information Needed for Escrow Process and Closure
- Exhibit M– Invoice Guidance for Administrative and Overhead Charge

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

SANTA YNEZ RIVER
WATER CONSERVATION DISTRICT

Arthur Hinojosa
Manager, Division of Regional Assistance

William J. Buelow
Assistant General Manager

Date_____

Date_____

Approved as to Legal Form and Sufficiency

_____for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date_____

Exhibit A

WORK PLAN

Project Title: SGMA Implementation in the Santa Ynez River Basin

Project Description: The Work Plan includes activities associated with the planning, development, and construction of the SGMA Implementation in the Santa Ynez River Basin (Project), which includes Well Extraction Measurement Demonstration Projects and Basin Reporting Program, SGMA Rate Study, Basin GSPs 5-Year Update, Monitoring Improvement and Expansion, Stormwater Capture and Infiltration Project Designs, Water Use Efficiency Strategic Plan, and Recycled Water Feasibility Study. The Work Plan includes eight (8) Components:

- Component 1: Grant Administration
- Component 2: Well Extraction Measurement Demonstration Projects and Basin Reporting Program
- Component 3: Santa Ynez River Basin WMA, CMA and EMA – SGMA Rate Study
- Component 4: Basin GSPs 5-Year Update
- Component 5: Monitoring Improvement and Expansion
- Component 6: Stormwater Capture and Infiltration Project Designs
- Component 7: Water Use Efficiency Strategic Plan
- Component 8: Recycled Water Feasibility Study

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing Fcontents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR’s Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager’s comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

COMPONENT 2: WELL EXTRACTION MEASUREMENT DEMONSTRATION PROJECTS AND BASIN REPORTING PROGRAM

Component 2 consists of the development of the well extraction measurement and reporting program for the Santa Ynez River Valley Groundwater Basin (Basin). This Component includes a planning step, extraction measurement method demonstration projects, and two-phased implementation step. The initial planning step includes research to identify and purchase the data management system (DMS) for receiving and reporting the extraction data, and registration of wells in the white areas of the Groundwater Sustainability Agencies (GSAs), which are the areas outside the boundaries of the Santa Ynez River Water Conservation District (SYRWCD). The demonstration projects will be conducted in the predetermined areas for a period of three (3) to (6) months, and the purpose of the study is to test the feasibility and reliability of different measurement methods. Demonstration study results will be used to develop program rules and regulations for program implementation, which will occur in two phases. The first phase implements the rules and regulations and initiates the well registrations in the predetermined areas only for a minimum of one-year. At the completion of the first implementation phase, program effectiveness will be evaluated, and program rules and regulations updated for the second phase where the program will be implemented in the entire Basin by the GSAs. The basin-wide implementation will mark the completion of this component. Public outreach and engagement will be conducted throughout the entire program development process, including well registrations, identifying cooperating well owners for the demonstration study, and both phases of program implementation.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Design / Engineering

Task 1: Environmental Compliance and Permitting

Prepare environmental documentation as required by CEQA. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

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

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

Deliverables:

- All completed CEQA and NEPA documents, as required
- No Legal Challenges Letter

Task 2: Well Extraction Measurement and Reporting Program Development

Conduct research and establish a Data Management System (DMS) and services for receiving and reporting the extraction data. Conduct outreach to landowners, select and coordinate access agreements with a minimum of three volunteer landowners for each of the three management areas to where demonstration projects are proposed.

Deliverables:

- Memorandum regarding DMS research and services
- Access agreements, as required

Task 3: Demonstration Project Development

Develop well extraction measurement and reporting demonstration projects. Evaluate three (3) extraction measurement methods for a minimum of four (4) locations in a minimum of three (3) Management Areas of the Basin. Evaluate mechanical meters, electrical power consumption, and remote sensing and evapotranspiration estimates.

Deliverables:

- Technical memorandum summarizing development of demonstration projects

Task 4: Basin-Wide Groundwater Extraction Measurement Program

Prepare a draft Implementing Rules and Regulations Document to provide specific guidance to well owners on well registration, measurement method criteria, and reporting requirements. Implement a two-phased Basin-wide groundwater extraction measurement program. Submit the draft Implementing Rules and Regulations Document to the DWR Grant Manager for review and concurrence.

Phase I: Update well registrations to include well owners in predetermined areas of the Eastern Management Area (EMA). Select and purchase an approved extraction measurement method, and provide quarterly groundwater reports to the GSAs. Finalize the Implementing Rules and Regulations Document and submit the document to the DWR Grant Manager for review and concurrence.

Phase II: Update well registrations for the GSAs. Initiate DMS implementation for collecting and tracking Basin-wide groundwater extraction data.

Deliverables:

- Draft and final Implementing Rules and Regulations Document

Category (c): Implementation / Construction

Task 5: Demonstration Projects

Install infrastructure for demonstration projects, including meters, solar panels, telemetry equipment, and weather stations to support evapotranspiration estimates, as needed. Register demonstration projects wells, collect data from the demonstration projects, collate, and store said data with the chosen DMS software

identified in Task 2. Evaluate the extraction methods and reported data to determine which measurement methods best fit each of the management areas, based on accessibility, cost, feasibility, and land use.

Deliverables:

- Summaries of activities, field notes, and photo documentation to include in the associated quarterly Progress Reports, as required.
- Proof of purchase of equipment, as required
- Proof of equipment installation, as required
- Technical memorandum summarizing extraction method findings and reported data

Category (d): Monitoring / Assessment

Compile and analyze extraction production data. Update the existing groundwater model and water budgets, and provide additional information analyzing projected management area conditions.

Deliverables:

- Technical memorandum summarizing groundwater extraction data

Category (e): Engagement / Outreach

Increase outreach and coordination between GSA member agencies, landowners, and stakeholders. Create and distribute educational and outreach materials during public workshops. Facilitate an informational basin wide well extraction measurement presentation at three (3) informational public workshops and GSA meetings. Attend outreach events to educate groundwater extractors on the benefits of tracking and quantifying groundwater extractions in the Basin.

Deliverables:

- All outreach and engagement materials, as required
- Meeting/workshop agendas and minutes.

COMPONENT 3: SANTA YNEZ RIVER BASIN WMA, CMA AND EMA – SGMA RATE STUDY

Component 3 includes preparation of a rate study for each management area including the Western Management Area (WMA), Central Management Area (CMA), and Eastern Management Area (EMA).

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Design / Engineering

Not applicable for this Component.

Category (c): Implementation / Construction

Not applicable for this Component.

Category (d): Monitoring / Assessment

Prepare rate schedule for each of the three Management Areas (MAs). Perform analysis of GSAs budgets for next five years and determine required revenue for each GSA. Evaluate need for pump charge rate and/or parcel fee in each MA. Prepare rate schedules for each MA and provide at least two recommended rate/fee alternatives for each GSA. Prepare a minimum of three Rate Studies and present the study to the GSAs for consideration or adoption.

Deliverables:

- Meeting agenda and minutes
- Final Rate Study

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 4: BASIN GSPS 5-YEAR UPDATE

Component 4 includes the preparation of Annual Reports, modifying the GSPs to respond to the anticipated DWR determination letter, and preparing the five-year GSP Updates for the Western Management Area (WMA), Central Management Area (CMA), and Eastern Management Area (EMA).

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Design / Engineering

Not applicable for this Component.

Category (c): Implementation / Construction

Not applicable for this Component.

Category (d): Monitoring / Assessment

Task 1: Annual Reporting

Prepare four (4) Annual Reports for each of the three Management Areas (reports may be combined into one), as required by DWR, including Water Year 2022, 2023, 2024, and 2025.

Deliverables:

- Annual reports for Water Years 2022, 2023, 2024, and 2025

Task 2: 2022 GSP Modifications

Modify the 2022 GSPs, as applicable, in response to DWR's review and evaluation of the Plans. Provide a response and modifications addressing DWR comments and/or concerns, should the 2022 GSPs be determined incomplete or inadequate.

Deliverables:

- Proof of submittal of 2022 GSP modifications to DWR
- Revised 2022 Plan(s), as required

Task 3: Five-Year GSP Update

Assess applicable data and prepare the Five-Year GSP Plan Update. Update both the EMA numerical groundwater flow model and the WMA/CMA Model. Incorporate data from DWR's airborne electromagnetic (AEM) surveys to integrate basin-specific and cross-basin geophysical data, as appropriate. Conduct a post audit to assess post-2018 model performances. Update input data sets and associated refinements of the Basin numerical models to support the 2027 5-year GSPs data evaluation and water budget calculations.

Deliverables:

- Draft Five-Year GSP Plan(s) Update(s)
- Technical memorandum summarizing updates to groundwater models

Category (e): Engagement / Outreach

Continue GSAs outreach and engagement efforts to the stakeholders, interested parties, and the public. Continue routine monthly meetings with the GSAs three Citizen Advisory Groups (CAG) to provide input to the GSA Committees.

Deliverables:

- All education and outreach materials
- Meeting agendas and minutes

COMPONENT 5: MONITORING IMPROVEMENT AND EXPANSION

Component 5 includes the expansion of the Monitoring Network by the integration of three to 11 existing wells with one to four located in the Western Management Area (WMA), one to four located in the Central Management Area (CMA), and one to three located in the Eastern Management Area (EMA); the installation of one to three new monitoring wells with the goal of one well per Management Area; the installation of two piezometers located in the EMA; and the installation of two stream gages located in the WMA and CMA. Component 5 will include the collection of site specific data from the existing wells via video logging and surveying, as applicable. Finally, groundwater dependent ecosystem field surveys will be conducted in each Management Area, where additionally data will be collected and assessed.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Design / Engineering

Task 1: Environmental Compliance and Permitting

Prepare environmental documentation as required by CEQA. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

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

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

Deliverables:

- All completed CEQA and NEPA documents, as required
- No Legal Challenges Letter

Task 2: Land Purchase/Easements

Secure access agreements with landowners for expansion of the Monitoring Networks, as needed. Obtain any County encroachment permits and/or land use agreements. Acquire necessary permits required for the well installation(s).

Deliverables:

- Access agreements and/or easements and/or encroachment permits, as required
- All other permits, as required

Task 3: Monitoring Network Planning and Design

Investigate the feasibility of re-establishing or reconstructing USGS Stream Gage ID 11135500. Confirm well locations. Select between three (3) and 11 existing wells, one (1) to three (3) new monitoring wells, and two (piezometers), and two (2) stream gage locations. Collect site specific information regarding the selected equipment locations.

Prepare preliminary design plans for all monitoring well sites showing property boundaries, proposed monitoring well locations, and preliminary monitoring well design. Prepare any necessary revisions to engineering design packages for stream gages, as required to obtain permits. Submit design plans and specifications to the DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.

Deliverables:

- Technical memorandum summarizing site specific information, as well as locations for existing well modifications, new monitoring wells, piezometers, and stream gages.
- Preliminary design plans and specifications (monitoring wells)
- Preliminary design plans and specifications (stream gages)

Category (c): Implementation / Construction

Task 4: Advertise, Bid, and Award

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

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

Deliverables:

- Final design plans and technical specifications (stream gages)
- Final design plans and technical specifications (monitoring wells)
- Proof of Advertisement
- Bid Documentation
- Notice of Award
- Notice to Proceed

Task 5: Monitoring Well and Equipment Installation

Install the monitoring wells, piezometers and surface water gages identified in Task 3. Prepare a health and safety plan and traffic control plan(s), prior to construction, as necessary. Submit a Health and Safety Plan prior to construction. Manage the construction to verify completion is on schedule and consistent with the specifications. Summarize construction activity in the quarterly Progress Reports including descriptions of any change orders. Photo-document pre-construction, construction activities log, and post-construction site conditions to include in the associated quarterly Progress Reports. Conduct an inspection of the completed Component by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Component was constructed per the 100% design plans and specifications.

Deliverables:

- Health and Safety Plan, as required
- Summaries of activities and photo documentation pre-construction, construction and post construction to include in the associated quarterly Progress Reports
- Record drawings
- Proof of equipment and materials purchased
- Monitoring Well Completion Reports, as required
- Certification of Completion Letter
- Acknowledgement of Credit signage

Category (d): Monitoring / Assessment

Task 6: Monitoring Network Field Screening

Update Monitoring Networks to comply with SGMA reporting standards. Perform surveying or video logging by collecting site specific information for Representative Monitoring Wells (geographic locations, total well depth, depth interval(s) of perforations, and elevation of the measurement point for water level readings), as needed.

Deliverables:

- Technical memorandum summarizing updates to the Monitoring Network
- Well Survey Report(s) and/or Video Logging Report(s), as required

Task 7: Data Collection, Assessment, and DMS Updates

Collect semi-annual groundwater level data from new wells and piezometers; bi-weekly streamflow measurements during storm events at the reconstructed stream gage; bi-weekly streamflow measurements during storm events at the new streamflow gage on the Santa Ynez River near Buellton; and quarterly water samples from the four identified seawater intrusion monitoring wells and analyze for standard minerals and seawater indicators post-installation.

Conduct field surveys in each of the Management Areas to investigate potential groundwater dependent ecosystems (GDEs). Evaluate results (1) from stream gages to assess shifting of the rating curve; (2) from seawater intrusion wells to establish the necessary monitoring frequency in the future and to determine a seawater sampling and analysis plan for the monitoring program; and (3) from GDE survey to assess GDE coverage. Update the DMS to include (1) all collected monitoring data and surveys (2) new wells and stream gages as part of the Representative Monitoring Network, and (3) update well site information fields to allow for entry of Minimum Thresholds and Measurable Objectives. Conduct annual stream gage maintenance.

Deliverables:

- Technical memorandum summarizing monitoring data and surveys, assessments, and DMS updates.

Category (e): Engagement / Outreach

Form Agricultural and Surface Water Advisory groups, prepare outreach materials, and identify potential new monitoring well sites and the siting and construction of a new surface water gage.

Deliverables:

- All outreach materials, as required
- Advisory group meeting agendas and minutes, as required.

COMPONENT 6: STORMWATER CAPTURE AND INFILTRATION PROJECT DESIGNS

Component 6 will lay the groundwork for planning and design of one to three suitable stormwater capture and infiltration demonstration projects. Component 6 consists of a desktop study in which data and modeling will be used to identify and screen candidate sites suitable for stormwater runoff capture, a pre-design field

investigation to confirm candidate site suitability, a conceptual project plan and preliminary project design plans for the best suited sites. The goal of Component 6 is to have preliminary design plans that can be included in Santa Barbara County's clean water stormwater program to permit and construct the projects more efficiently in the future.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Design / Engineering

Estimate quantity and quality of naturally occurring runoff. Develop and apply screening criteria to identify available lands and potential recharge volumes for infiltration. Document screening analysis and work with stakeholders to select one (1) to three (3) sites for confirmation.

Complete confirmation studies, including pre-design soil and percolation studies and exploratory subsurface geophysical surveys. Conduct data post-processing. Conduct a biological constraints analysis, if needed, to screen for special-status species habitat that could influence site development.

Summarize data collection results in conceptual project plans and work with stakeholders to confirm site selection. Prepare preliminary designs for selected project sites. Conduct surveys within the footprint of site location as required, including a field topographic survey and preparation of 30% design plan layout sheets with a preliminary grading plan and a schematic of an assumed gravity diversion structure.

Deliverables:

- Technical memorandum summarizing site specific information and sites selected for project locations.
- 30% Design Plans and Specifications
- Percolation Test results
- Geophysical survey report
- Topographic survey report

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Coordinate with and provide outreach materials to GSA member agencies, Citizens Advisory Groups (CAGs), landowners, and stakeholders to identify acceptable project sites and cooperating landowners. Survey members for feedback and input for consideration during the site selection process.

Deliverables:

- All outreach materials, as required
- Meeting agendas and minutes, as required.

COMPONENT 7: WATER USE EFFICIENCY STRATEGIC PLAN

Component 7 involves the formulation of a Basin-wide Water Use Efficiency Strategic Plan. The Plan will be developed through assessment of current water efficiency activities in the Basin, planning, constructing, and implementing demonstration projects, and stakeholder outreach and engagement.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 7 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Design / Engineering

Task 1: Develop Water Use Efficiency Strategic Plan and Design Demonstration Projects

Develop a Water Use Efficiency Strategic Plan. Gather background information of existing Plans and identify existing data gaps.

Identify demonstration project sites of cooperating landowners to deploy water savings techniques and operational refinements recommended by agricultural specialists. Select one (1) to three (3) sites for site inspections and project implementation. Conduct site inspections to identify existing infrastructure and recommend feasible physical and operational modifications to improve water use efficiency. Design water use efficiency demonstration projects based on site information.

Prepare a Routine Tracking and Reporting Protocols document and near-term basin-wide water use efficiency goals and objectives

Deliverables:

- Water Use Efficiency Strategic Plan
- Technical memorandum summarizing updated land use datasets and water demand, as well as tabular and/or schematics of existing programs
- Technical memorandum summarizing identified demonstration project sites, maps, and other relevant information
- Technical memorandum summarizing the Routine Tracking and Reporting Protocols document and near-term basin-wide water use efficiency goals and objectives

Task 2: Environmental Compliance and Permitting

Prepare environmental documentation as required by CEQA. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

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

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

Prepare well construction permit applications. Obtain other required permits, if any.

Deliverables:

- All completed CEQA and NEPA documents, as required
- No Legal Challenges Letter
- Permits, as required

Task 3: Access Agreements and/or Encroachment Permits

Confirm site locations and acquire access agreements and/or easements as needed. Obtain any County encroachment permits and/or land use agreements.

Deliverables:

- Access agreements and/or encroachment permits, as required

Category (c): Implementation / Construction

Task 4: Advertise, Bid, and Award

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

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents,

prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Preliminary and final design plans and technical specifications for demonstration projects, as required.
- Proof of Advertisement
- Bid Documentation
- Notice of Award
- Notice to Proceed

Task 5: Monitoring Equipment at Water Use Efficiency Demonstration Projects

Locate, design & construct necessary monitoring equipment at the water use efficiency demonstration project sites to quantify water demand and use (e.g., well meters, climate stations, soil moisture sensors, etc.). Manage the construction to verify completion is on schedule and consistent with the specifications. Summarize construction activity in the quarterly Progress Reports including descriptions of any change orders. Photo-document pre-construction, construction activities log, and post-construction site conditions to include in the associated quarterly Progress Reports. Conduct an inspection of the completed Component by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Component was constructed per the final design plans and specifications.

Deliverables:

- Summaries of activities and photo documentation pre-construction, construction and post construction to include in the associated quarterly Progress Reports
- Record drawings, as required
- Proof of equipment and materials purchased
- Inspection Reports, as required
- Certification of Completion Letter, as required
- Acknowledgement of Credit signage

Category (d): Monitoring / Assessment

Collected and analyze monitoring data from equipment installed in Task 5. Develop Best Management Practices (BMPs) for water use efficiency from data collected from the demonstration projects. Provide guidance to landowners regarding water use efficiency BMPs. Incorporate BMPs into the Water Use Efficiency Strategic Plan.

Deliverables:

- Technical memorandum summarizing BMPs

Category (e): Engagement / Outreach

Conduct outreach to landowners within the Basin by distributing water use surveys. Coordinate with and provide outreach materials to GSA member agencies, landowners, and stakeholders to identify acceptable project sites and cooperating landowners. Survey members for feedback and input for consideration during the site selection process. Develop protocols to quantify and report actions.

Deliverables:

- All outreach materials, as required
- Meeting agendas and minutes, as required.
- Memorandum summarizing outreach survey data

COMPONENT 8: RECYCLED WATER FEASIBILITY STUDY

Component 8 consists of a recycled water feasibility study, which will analyze possible service areas for the use of recycled water to assess hydrologic effects on river flows and identify the area that maximizes the benefit to cost ratio of using non-potable recycled water to replace groundwater pumped to support agriculture or infiltration to supplement recharge. Project alternatives will consist of the delivery of recycled water to different agricultural areas downstream of the LRWRP and infiltration to recharge the Lower Aquifer. The alternatives, including the No-Action alternative (current conditions), will be evaluated based on a variety of factors, including but not limited to technical feasibility, cost, energy requirements, benefits to stakeholders, and alignment with goals set by the GSP. The results of the analysis and the recommended project (including the costs, conceptual design, implementation plan, as applicable, and legal review and recommendations) will be summarized in the feasibility study report.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 8 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Design / Engineering

Evaluate alternatives for the use of non-potable recycled water downstream of the LRWRP. Update the numerical groundwater model. Develop feasibility cost estimates to rank and prioritize alternatives. Modify the existing City of Lompoc permit allow the necessary change in LRWRP discharge location.

Develop a conceptual design, including conceptual site plans, and proposed pipeline alignments. Develop conceptual operations and maintenance costs and requirements for the conceptual design.

Prepare a final Recycled Water Feasibility Study Report.

Deliverables:

- Recycled Water Feasibility Study Report
- Technical Memorandum that documenting model update and alternatives analysis

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Coordinate with and provide outreach materials to GSA member agencies, Citizens Advisory Groups (CAGs), landowners, and stakeholders to identify acceptable project sites and cooperating landowners. Survey members for feedback and input for consideration during the site selection process.

Deliverables:

- All outreach materials, as required
- Meeting agendas and minutes, as required.

Exhibit B
BUDGET

Grant Title: SGMA Implementation in the Santa Ynez River Basin

Grantee: Santa Ynez River WCD

Components	Grant Amount
Component 1: Grant Administration	\$154,000
Component 2: Well Extraction Measurement Demonstration Projects and Basin Reporting Program	\$741,000
Component 3: Santa Ynez River Basin WMA, CMA and EMA – SGMA Rate Study	\$82,000
Component 4 : Basin GSPs 5-Year Update	\$1,492,000
Component 5 : Monitoring Improvement and Expansion	\$1,845,000
Component 6: Stormwater Capture and Infiltration Project Designs	\$335,000
Component 7 : Water Use Efficiency Strategic Plan	\$600,000
Component 8: Recycled Water Feasibility Study	\$285,000
Total:	\$5,534,000

Component 1: Grant Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☐DAC, ☐SDAC, ☐Tribe, and/or ☐Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$154,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$154,000

Component 2: Well Extraction Measurement Demonstration Projects and Basin Reporting Program

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☒Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$90,000
(b) Environmental / Engineering / Design	\$88,000
(c) Implementation / Construction	\$413,000
(d) Monitoring / Assessment	\$100,000
(e) Engagement / Outreach	\$50,000
Total:	\$741,000

Component 3: Santa Ynez River Basin WMA, CMA and EMA – SGMA Rate Study

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☒Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$7,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$75,000
(e) Engagement / Outreach	\$0
Total:	\$82,000

Component 4: Basin GSPs 5-Year Update

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☒Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$75,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$1,309,000
(e) Engagement / Outreach	\$108,000
Total:	\$1,492,000

Component 5: Monitoring Improvement and Expansion

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☒Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$100,000
(b) Environmental / Engineering / Design	\$175,000
(c) Implementation / Construction	\$890,000
(d) Monitoring / Assessment	\$580,000
(e) Engagement / Outreach	\$100,000
Total:	\$1,845,000

Component 6: Stormwater Capture and Infiltration Project Designs

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☒Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$20,000
(b) Environmental / Engineering / Design	\$270,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$45,000
Total:	\$335,000

Component 7: Water Use Efficiency Strategic Plan

Component 7 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☒Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$58,000
(b) Environmental / Engineering / Design	\$158,000
(c) Implementation / Construction	\$258,000
(d) Monitoring / Assessment	\$32,000
(e) Engagement / Outreach	\$94,000
Total:	\$600,000

Component 8: Recycled Water Feasibility Study

Component 8 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☒Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$25,000
(b) Environmental / Engineering / Design	\$205,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$55,000
Total:	\$285,000

Exhibit C
SCHEDULE

Grant Title: SGMA Implementation in the Santa Ynez River Basin

Categories	Start Date ¹	End Date ¹
Component 1: Grant Administration	10/04/2022	04/30/2026
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Engagement / Outreach	N/A	N/A
Component 2: Well Extraction Measurement Demonstration Projects and Basin Reporting Program	10/04/2022	04/30/2026
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	01/01/2023	01/01/2024
(c) Implementation / Construction	01/01/2024	09/02/2025
(d) Monitoring / Assessment	06/02/2025	04/30/2026
(e) Engagement / Outreach	01/01/2023	04/30/2026
Component 3: Santa Ynez River Basin WMA, CMA and EMA – SGMA Rate Study	10/04/2022	04/30/2026
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	06/01/2023	04/30/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Engagement / Outreach	N/A	N/A
Component 4: Basin GSPs 5-Year Update	10/04/2022	04/30/2026
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	10/04/2022	04/30/2026
(e) Engagement / Outreach	06/01/2023	04/30/2026
Component 5: Monitoring Improvement and Expansion	10/04/2022	04/30/2026
(a) Component Administration	10/04/2022	04/30/2026

Categories	Start Date ¹	End Date ¹
(b) Environmental / Engineering / Design	06/01/2023	04/30/2025
(c) Implementation / Construction	10/01/2023	04/30/2026
(d) Monitoring / Assessment	01/01/2024	04/30/2026
(e) Engagement / Outreach	06/01/2023	04/30/2026
Component 6: Stormwater Capture and Infiltration Project Designs	10/04/2022	04/30/2026
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	10/01/2023	04/30/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Engagement / Outreach	06/01/2023	04/30/2026
Component 7: Water Use Efficiency Strategic Plan	10/04/2022	04/30/2026
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	10/01/2023	04/30/2026
(c) Implementation / Construction	10/01/2023	12/31/2024
(d) Monitoring / Assessment	01/01/2025	04/30/2026
(e) Engagement / Outreach	06/01/2023	04/30/2026
Component 8: Recycled Water Feasibility Study	10/04/2022	04/30/2026
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	10/01/2023	04/30/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Engagement / Outreach	06/01/2023	04/30/2026

NOTES:

¹*Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.*

Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

- D.19. GRANTEE'S RESPONSIBILITIES: The Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule."
- B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
- C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D. Comply with all applicable California, federal, and local laws and regulations.
- E. Implement the Project in accordance with applicable provisions of the law.

- F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
 - G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
 - I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner

whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

RESOLUTION NO. 717

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
MAKING AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF
WATER RESOURCES TO OBTAIN A GRANT UNDER THE
2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM
SGMA IMPLEMENTATION ROUND 2 GRANT PURSUANT TO THE
CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL
PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018
(PROPOSITION 68) AND THE CALIFORNIA BUDGET ACT OF 2021, AND TO
ENTER INTO AN AGREEMENT TO RECEIVE A GRANT FOR THE
SGMA IMPLEMENTATION IN THE SANTA YNEZ RIVER BASIN**

WHEREAS, the State of California enacted the Sustainable Groundwater Management Act (Water Code Section 10720 et seq.), as amended, which became effective January 1, 2015, pursuant to which certain public agencies may become Groundwater Sustainability Agencies (GSA) and adopt Groundwater Sustainability Plans (GSP) in order to manage and regulate groundwater in underlying groundwater basins; and

WHEREAS, the Santa Ynez River Water Conservation District (SYRWCD), working with various other public agencies, formed three GSAs in different sections of the Santa Ynez River Valley Groundwater Basin (Basin), which basin is as identified and described in the Department of Water Resources (DWR) Buellton No. 118 (Basin No. 315); and

WHEREAS, each Memorandum of Agreement for the three GSAs names the SYRWCD as the point of contact to act on behalf of the GSAs as the Coordinating Agency with DWR; and

WHEREAS, SYRWCD, being the Coordinating Agency in the Basin, coordinated the development of and timely submitted to DWR for its review and approval three GSPs, one GSP for each of the Central, Eastern, and Western Management Areas, and submitted a Coordination Agreement, all prepared in compliance with SGMA and its regulations; and

WHEREAS, funds are limited locally to implement the three GSPs.

NOW, THEREFORE, BE IT RESOLVED, by the Santa Ynez River Water Conservation District Board of Directors, that an application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80), and to enter into an agreement to receive a grant for the: **SGMA Implementation in the Santa Ynez River Basin**.

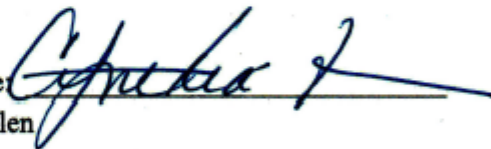
The Groundwater Program Manager and/or the General Manager of the Santa Ynez River Water Conservation District, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

PASSED AND ADOPTED at a meeting of the Board of Directors of said District on the 7th day of December 2022, by the following roll call vote:

AYES, and in favor thereof, Directors: Cynthia Allen
Art Hibbits
Steve Jordan
Brett Marymee

NOES, Directors: None

ABSENT/ABSTAINING, Directors: Mark Altshuler

Authorized Original Signature: 

Printed Name: Cynthia A. Allen

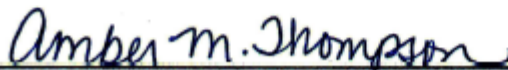
Title: President

Secretary: Amber M. Thompson

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Santa Ynez River Water Conservation District held on December 7, 2022.

Secretary:



Amber M. Thompson

RESOLUTION CMA-2022-003

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**Groundwater Sustainability Agency for the Central Management
Area in the Santa Ynez River Valley Groundwater Basin**

RESOLUTION CMA-2022-003

RESOLUTION APPROVING SANTA YNEZ RIVER WATER CONSERVATION
DISTRICT ON BEHALF OF THE CENTRAL MANAGEMENT AREA IN THE SANTA
YNEZ RIVER VALLEY GROUNDWATER BASIN TO MAKE AN APPLICATION TO
THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO OBTAIN A GRANT
UNDER THE 2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT
PROGRAM SGMA IMPLEMENTATION ROUND 2 GRANT PURSUANT TO THE
CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION,
AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68) AND THE
CALIFORNIA BUDGET ACT OF 2021, AND TO ENTER INTO AN AGREEMENT
TO RECEIVE A GRANT FOR THE PROJECT:

SGMA IMPLEMENTATION IN THE SANTA YNEZ RIVER BASIN

WHEREAS, the Sustainable Groundwater Management Act ("SGMA") requires that each groundwater basin in the state be managed by a Groundwater Sustainability Agency ("GSA"), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs; and

WHEREAS, the Groundwater Sustainability Agency for the Central Management Area in the Santa Ynez River Valley Groundwater Basin ("CMA GSA"), formed by Memorandum of Agreement dated January 11, 2017 ("CMA MOA"), is the exclusive GSA for the Central Management Area of the Santa Ynez River Valley Groundwater Basin (Bulletin 118 Basin No. 3-015) ("Basin"); and

WHEREAS, the CMA MOA names the Santa Ynez River Water Conservation District (SYRWCD) as the point of contact to act on behalf of the CMA GSA as the Coordinating Agency with DWR; and

WHEREAS, the CMA GSA, together with the other two GSAs in the Basin, has entered into the Santa Ynez River Valley Groundwater Basin Coordination Agreement ("Coordination Agreement"), effective January 1, 2022; and

WHEREAS, the CMA GSA has approved a GSP; and

WHEREAS, SYRWCD, being the Coordinating Agency in the Basin, coordinated the development of and submitted three approved GSPs that are well coordinated and fully comply with GSP regulations and are approvable by DWR, one GSP for each of the Central, Eastern, and

RESOLUTION CMA-2022-003

Page 2 of 2

Western Management Areas, and submitted a Coordination Agreement, as appropriate for the Basin, prior to January 31, 2022; and

WHEREAS, funds are limited locally to implement the CMA GSP.

NOW, THEREFORE, the CMA GSA hereby resolves that the Santa Ynez River Water Conservation District Board of Directors, on behalf of the CMA GSA, make an application to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80), and to enter into an agreement to receive a grant for the: **SGMA Implementation in the Santa Ynez River Basin.**

The CMA GSA hereby authorizes and directs the Plan Manager designated under the Coordination Agreement to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

PASSED AND ADOPTED by the governing Committee of the CMA GSA on November 28, 2022 by the following roll call vote:

AYES: Cynthia Allen (Acting Alternate) and John Sanchez

NOES: None

ABSENT: None

ABSTAINED: None

ATTEST:



John Sanchez, Vice-Chairman



William J. Buelow, Secretary

RESOLUTION EMA-2022-004

Page 1 of 2

**Groundwater Sustainability Agency for the Eastern Management
Area in the Santa Ynez River Valley Groundwater Basin**

RESOLUTION EMA-2022-004

**RESOLUTION APPROVING THE SANTA YNEZ RIVER WATER CONSERVATION
DISTRICT ON BEHALF OF THE EASTERN MANAGEMENT AREA IN THE SANTA
YNEZ RIVER VALLEY GROUNDWATER BASIN TO MAKE AN APPLICATION TO
THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO OBTAIN A GRANT
UNDER THE 2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT
PROGRAM SGMA IMPLEMENTATION ROUND 2 GRANT PURSUANT TO THE
CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION,
AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68) AND THE
CALIFORNIA BUDGET ACT OF 2021, AND TO ENTER INTO AN AGREEMENT
TO RECEIVE A GRANT FOR THE PROJECT:
SGMA IMPLEMENTATION IN THE SANTA YNEZ RIVER BASIN**

WHEREAS, the Sustainable Groundwater Management Act ("SGMA") requires that each groundwater basin in the state be managed by a Groundwater Sustainability Agency ("GSA"), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs; and

WHEREAS, the Groundwater Sustainability Agency for the Eastern Management Area in the Santa Ynez River Valley Groundwater Basin ("EMA GSA"), formed by Memorandum of Agreement dated April 27, 2017 ("EMA MOA"), is the exclusive GSA for the Eastern Management Area of the Santa Ynez River Valley Groundwater Basin (Bulletin 118 Basin No. 3-015) ("Basin"); and

WHEREAS, the EMA MOA names the Santa Ynez River Water Conservation District (SYRWCD) as the point of contact with the California Department of Water Resources ("DWR"); and

WHEREAS, the EMA GSA, together with the other two GSAs in the Basin, has entered into the Santa Ynez River Valley Groundwater Basin Coordination Agreement ("Coordination Agreement"), effective January 1, 2022; and

WHEREAS, the EMA GSA has adopted a GSP for the EMA; and

WHEREAS, SYRWCD coordinated the development and submittal of three approved GSPs for the Basin that are well coordinated and fully comply with SGMA and the SGMA regulations and are approvable by DWR, one GSP for each of the Central, Eastern, and Western Management

RESOLUTION EMA-2022-004

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Areas, and submitted a Coordination Agreement, as appropriate for the Basin, prior to January 31, 2022; and

WHEREAS, funds are limited locally to implement the EMA GSP.

NOW, THEREFORE, the EMA GSA hereby resolves that the Santa Ynez River Water Conservation District Board of Directors, on behalf of the EMA GSA and the other GSAs in the Basin, make an application to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80), and to enter into an agreement to receive a grant for the: **SGMA Implementation in the Santa Ynez River Basin**.

The EMA GSA hereby authorizes and directs SYRWCD, as the Plan Manager designated under the Coordination Agreement as defined in SGMA Regulations section 351(z), to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

PASSED AND ADOPTED by the governing Committee of the EMA GSA on November 17, 2022 by the following roll call vote:

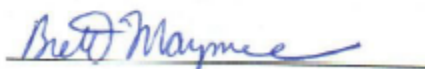
AYES: Meighan Diethofer (acting alternate), Mark Infanti, Brad Joos, and Brett Marymee

NOES: None

ABSENT: None

ABSTAINED: None

ATTEST:


Brett Marymee, Chairman


William J. Buelow, Secretary

RESOLUTION WMA-2022-003

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**Groundwater Sustainability Agency for the Western Management
Area in the Santa Ynez River Valley Groundwater Basin**

RESOLUTION WMA-2022-003

**RESOLUTION APPROVING THE SANTA YNEZ RIVER WATER CONSERVATION
DISTRICT ON BEHALF OF THE WESTERN MANAGEMENT AREA IN THE SANTA
YNEZ RIVER VALLEY GROUNDWATER BASIN TO MAKE AN APPLICATION TO
THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO OBTAIN A GRANT
UNDER THE 2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT
PROGRAM SGMA IMPLEMENTATION ROUND 2 GRANT PURSUANT TO THE
CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION,
AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68) AND THE
CALIFORNIA BUDGET ACT OF 2021, AND TO ENTER INTO AN AGREEMENT
TO RECEIVE A GRANT FOR THE PROJECT:
SGMA IMPLEMENTATION IN THE SANTA YNEZ RIVER BASIN**

WHEREAS, the Sustainable Groundwater Management Act ("SGMA") requires that each groundwater basin in the state be managed by a Groundwater Sustainability Agency ("GSA"), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs; and

WHEREAS, the Groundwater Sustainability Agency for the Western Management Area in the Santa Ynez River Valley Groundwater Basin ("WMA GSA"), formed by Memorandum of Agreement dated January 11, 2017 ("WMA MOA"), is the exclusive GSA for the Western Management Area of the Santa Ynez River Valley Groundwater Basin (Bulletin 118 Basin No. 3-015) ("Basin"); and

WHEREAS, the WMA MOA names the Santa Ynez River Water Conservation District (SYRWCD) as the point of contact for the WMA with the California Department of Water Resources ("DWR"); and

WHEREAS, the WMA GSA, together with the other two GSAs in the Basin, has entered into the Santa Ynez River Valley Groundwater Basin Coordination Agreement ("Coordination Agreement"), effective January 1, 2022; and

WHEREAS, the WMA GSA has adopted a GSP for the WMA; and

WHEREAS, SYRWCD coordinated the development and submittal of three approved GSPs for the Basin that are well coordinated and fully comply with SGMA and the SGMA regulations and are approvable by DWR, one GSP for each of the Central, Western, and Western Management

RESOLUTION WMA-2022-003

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Areas, and submitted a Coordination Agreement, as appropriate for the Basin, prior to January 31, 2022; and

WHEREAS, funds are limited locally to implement the WMA GSP.

NOW, THEREFORE, the WMA GSA hereby resolves that the Santa Ynez River Water Conservation District Board of Directors, on behalf of the WMA GSA and the other GSAs in the Basin, make an application to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80), and to enter into an agreement to receive a grant for the: **SGMA Implementation in the Santa Ynez River Basin.**

The WMA GSA hereby authorizes and directs SYRWCD, as the Plan Manager designated under the Coordination Agreement as defined in SGMA Regulations section 351(z), to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

PASSED AND ADOPTED by the governing Committee of the WMA GSA on November 16, 2022 by the following roll call vote:

AYES: Chris Brooks, Myron Heavin, Steve Jordan, Kristin Worthley

NOES: None

ABSENT: None

ABSTAINED: None

ATTEST:


Chris Brooks, Chair


William J. Buelow, Secretary

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail

- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: [z](#).

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Exhibit I

PROJECT LOCATION

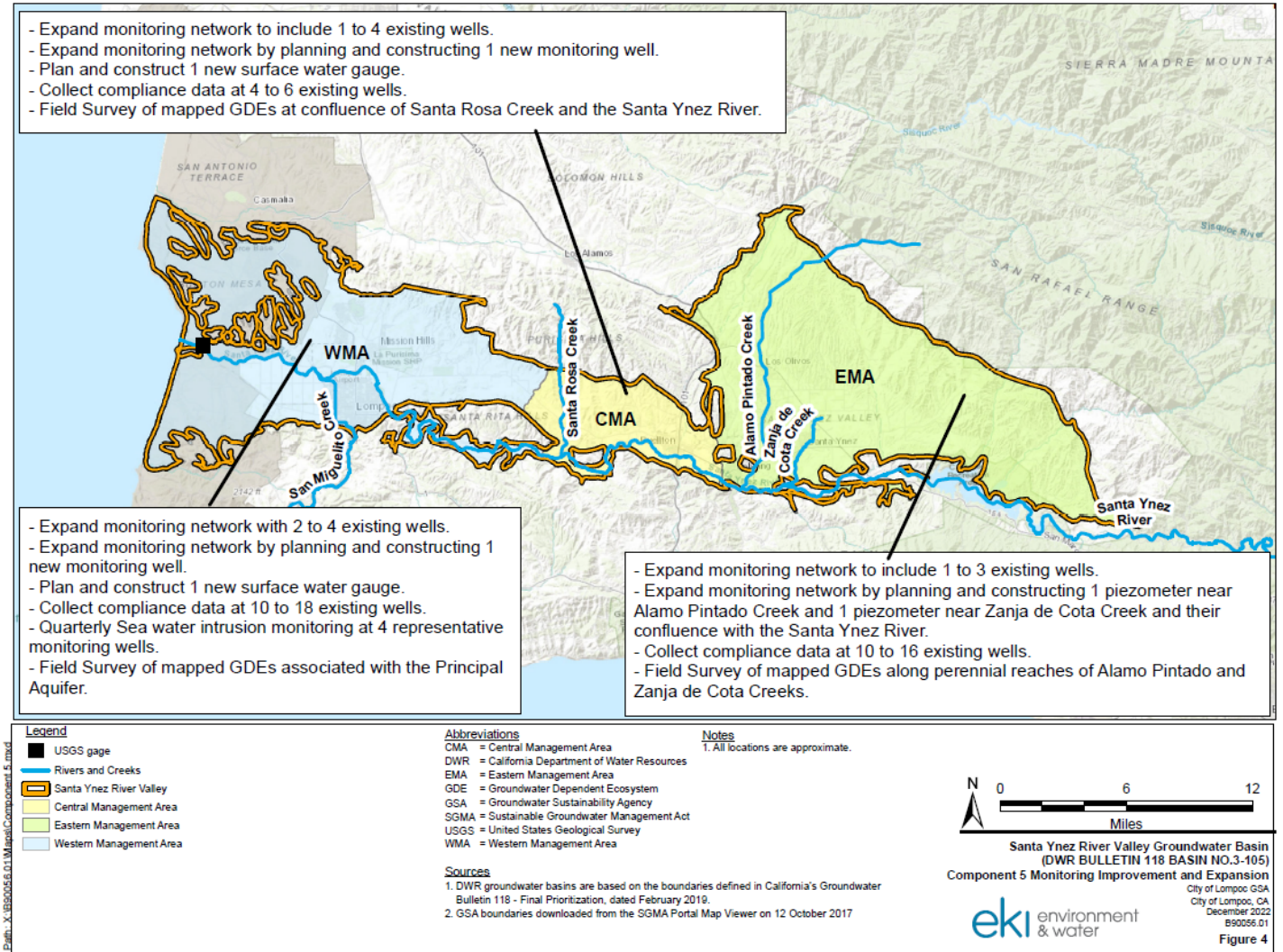


Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Reporting Plan

For each construction Component or Project contained in Exhibit A, a post-performance monitoring and reporting plan shall be submitted according to the Monitoring Method(s) developed by DWR. The Monitoring Methods are designed to provide the necessary steps needed to monitor Components or Project within the grant to DWR's monitoring standards. The detailed Monitoring Methods and protocols specific to the Components or Project listed in Exhibit A will be provided by the Grant Manager. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
APPRAISAL SPECIFICATIONS
NOT APPLICABLE

For property acquisitions funded this Grant Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants,

conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a) For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use

restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

Exhibit L

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

NOT APPLICABLE

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors' standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.