



**REQUEST FOR PROPOSALS**

**RFP# 26-01**

**Vina Groundwater Sustainability Agency  
Ongoing SGMA Implementation Support Services  
RFP Issue Date: May 15, 2026**

**RFP Submission Deadline Date: July 31, 2026**

**Issued by:**

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## Respondent Disclaimer

Respondents are reminded that it is their responsibility to:

- i. Review this entire document and address all requirements and follow all procedures of this Request for Proposal (RFP).
- ii. Submit questions and requests for clarification before the final deadline identified in the Rules of Procurement.
- iii. Immediately inform the GSA of any problems with this Solicitation.
- iv. Be complete in response.
- v. Submit all responses by the required dates and times.

## Introduction

The Vina Groundwater Sustainability Agency (GSA) is seeking a qualified firm, or team of firms led by a prime consultant, to serve as its long-term technical and operational consultant for Sustainable Groundwater Management Act (SGMA) implementation and GSA operations within the Vina Subbasin.

The Vina GSA is at an important transition point. Grant funding that has supported SGMA implementation since the Groundwater Sustainability Plan's (GSP) adoption is concluding, and the GSA is moving toward a fully agency-funded model for meeting its ongoing SGMA obligations. At the same time, the GSA is completing its first five-year GSP Periodic Evaluation and managing a growing set of recurring compliance, monitoring, and operational responsibilities. This procurement is intended to establish the professional services capacity needed to carry that work forward.

The GSA is seeking ongoing services and a team capable of managing a complex, multi-year program on the GSA's behalf, including technical and regulatory compliance, groundwater monitoring and data management, governance and operational support, and stakeholder engagement, while working collaboratively with GSA staff, member agencies, and the Board of Directors. The GSA is seeking a single, integrated consultant team capable of providing the full range of services described in this RFP.

Specific services, scopes, and priorities will be established through task orders during the contract term. A Model Contract is included as an exhibit to this RFP.

## Background

The Sustainable Groundwater Management Act (SGMA), enacted in 2014, requires sustainable groundwater management in high- and medium-priority basins across California, implemented through the formation of Groundwater Sustainability Agencies and the development and ongoing implementation of Groundwater Sustainability Plans.

The Vina Groundwater Sustainability Agency is located within the Vina Subbasin, a high-priority groundwater basin subject to SGMA requirements. The Vina GSA was formed through a Joint Exercise of Powers Agreement between the City of Chico, Durham Irrigation District, and Butte County, and is governed by a five-member Board of Directors. There are two GSAs within the Vina Subbasin, the Vina GSA and the Rock Creek Reclamation District GSA, which coordinate groundwater management activities through a cooperation agreement and jointly developed a single GSP for the subbasin.

The Vina Subbasin GSP was adopted in December 2021 and approved by DWR in July 2023. The Department of Water Resources (DWR) determination letter identified recommended corrective actions that the Vina GSA is addressing through ongoing implementation, monitoring, reporting, and periodic evaluations. Ongoing SGMA obligations also include preparation of annual reports, maintenance of groundwater and surface water monitoring networks, refinement of sustainable management criteria, and coordination with partner agencies and stakeholders.

During the early phases of SGMA implementation, the Vina GSA was primarily supported through member-agency staff and in-kind services. In 2024, the GSA established a dedicated Program Manager position through the Butte County, Department of Water & Resource Conservation to support ongoing SGMA compliance and GSA operations. The Program Manager serves as a member of the GSA Management Committee, which includes representation from each member agency and supports overall program coordination, contract oversight, and assistance to the Board of Directors and advisory committees. Butte County, as a member agency, continues to contribute institutional knowledge, technical expertise, monitoring activities, and regional coordination to support SGMA implementation.

To date, the Vina GSA has received approximately \$5.5 million in grant funding through the DWR Sustainable Groundwater Management Grant Program. These funds have supported data gap identification, groundwater and surface water monitoring improvements, development and refinement of groundwater modeling tools, stakeholder outreach and engagement, and evaluation of potential management actions through feasibility studies. Grant-funded efforts have also included implementation of a community-based monitoring program and installation of stream gaging infrastructure through the California Stream Gage Improvement Program (CalSIP) to improve understanding of surface water conditions and groundwater-surface water interactions.

In 2025, the Vina GSA adopted an updated fee structure to support ongoing agency-funded operations. This fee structure is in place and provides a funding foundation for the services described in this RFP.

The Vina GSA has also retained legal counsel to support GSA governance and operations. Additionally, the GSA receives Facilitation Support Services (FSS) through Stantec, funded through DWR Technical Support Services, which provides outreach and facilitation support at no cost to the GSA. The selected consultant team may be directed to coordinate with FSS on outreach-related activities as appropriate.

The GSA is currently completing its first five-year GSP Periodic Evaluation and anticipates it will be submitted to DWR by January 2027. Looking ahead, future SGMA compliance activities, including subsequent Periodic Evaluations and ongoing technical and operational support, are anticipated to be primarily agency-funded through professional services contracts, reflecting a transition from grant-funded implementation toward sustained, long-term program support.

Obtaining consultant support services through this RFP is the next step in that transition.

## **Roles, Responsibilities, and Assumptions**

This section defines the roles, responsibilities, and working assumptions for the Vina GSA, Butte County, and the selected consultant team. Clear understanding of these roles is essential to effective coordination and successful program delivery.

For clarity, the following terms are used consistently throughout this RFP:

- **GSA Program Manager:** The dedicated in-house position established by the Vina GSA to oversee SGMA compliance and GSA operations.
- **Project Manager:** The designated point of contact to be provided by the selected consultant team, responsible for overall coordination and delivery of services under this contract.

### **Role of the Vina Groundwater Sustainability Agency**

The Vina Groundwater Sustainability Agency retains responsibility for overall policy direction, governance, and decision making related to SGMA implementation and GSA operations. Direction and oversight are provided through the GSA Board of Directors, supported by the GSA Management Committee and the Vina GSA Stakeholder Advisory Committee (SHAC).

In this role, the GSA will:

- Establish priorities and provide policy direction
- Review and approve major work products and deliverables
- Facilitate coordination with member agencies and advisory bodies
- Make decisions regarding funding, implementation strategies, and overall program direction

### **Role of the Consultant Team**

The selected consultant team shall be responsible for providing the professional services described in this RFP and for managing, coordinating, and delivering those services in a timely, organized, and professional manner. The consultant team shall assume primary responsibility for delivering SGMA technical and regulatory services, including compliance, monitoring, reporting, and related analyses. The consultant shall also lead specific operational processes as directed by the GSA. For other governance and operational functions, the consultant shall provide support, information, and coordination as directed by the GSA Program Manager.

Unless otherwise directed by the GSA, the consultant team is expected to:

- Lead preparation and coordination of SGMA compliance deliverables and supporting materials
- Manage internal coordination across technical disciplines and any proposed subconsultants
- Track schedules, regulatory deadlines, and reporting requirements
- Proactively identify issues, risks, and data needs and communicate them to the GSA Program Manager
- Prepare materials and presentations for Board meetings, advisory committee meetings, public workshops, and other forums, as requested

- Provide support, information, and coordination for governance and operational functions as directed by the GSA Program Manager

Input, review, or assistance provided by the GSA or Butte County shall not relieve the consultant team of responsibility for delivering the services described in the Scope of Services.

## **Role of Butte County and Advisory Resources**

Butte County, as a member agency of the Vina GSA, will continue to provide institutional knowledge, historical context, monitoring data, technical expertise, and review of materials, as appropriate. County staff may participate in Management Committee activities and provide coordination or technical input to support SGMA implementation.

The consultant team may also be directed by the GSA to seek guidance or input from County advisory bodies, including the Local Expert Group (LEG) and the Technical Advisory Committee (TAC). These groups serve in an advisory capacity and provide technical insight and perspective to inform decision making.

The availability of County staff or advisory bodies is intended to support coordination and informed decision making and shall not be construed as a substitute for consultant responsibility or as reducing the scope of services to be provided under this RFP.

## **General Assumptions**

The following assumptions apply to this RFP and the resulting contract:

- The consultant team will provide comprehensive services consistent with the Scope of Services described in this RFP
- The Scope of Services is intended to be broad enough to cover foreseeable SGMA compliance and GSA operational needs over the term of the contract
- Services not explicitly listed but reasonably necessary to support SGMA compliance and effective GSA operations may be required
- Specific tasks, priorities, and levels of effort will be established by the GSA through task orders during the contract term

## **Scope of Services**

### **Overview of Services and Contract Approach**

The GSA anticipates that the firm selected for this work shall provide ongoing technical, regulatory, operational, and administrative support services necessary to support implementation of SGMA and the effective operation of the Vina Groundwater Sustainability Agency. This procurement is intended to establish a long-term professional services relationship to support recurring, periodic, and as-needed services over the term of the contract, rather than to procure a single, fixed project. Specific tasks will be authorized and defined through task orders during the contract term. However, there is no guarantee made or implied that the GSA will award a contract for a certain term and the term of the relationship will be dictated by the quality of the selected consultant team's work and support.

The services described in this section represent the general range of work that may be required during the contract term. The GSA will give due consideration to alternative approaches for delivering these services, provided they are consistent with SGMA requirements and the operational needs of the GSA. Specific tasks, priorities, schedules, and levels of effort will be established by the GSA through task orders during the contract term.

The GSA desires to select a single, integrated consultant team, led by a prime consultant and supported by qualified subconsultants as needed, that is capable of providing the full range of services described in this section.

## **Project Management and Technical Leadership**

The firm selected shall provide dedicated project management and technical leadership throughout the duration of the contract. These functions are considered core elements of the scope and are expected to be ongoing for the term of the agreement.

The firm shall designate a Project Manager who will serve as the primary point of contact for the GSA. The Project Manager shall be responsible for overall coordination of services, including management of consultant and subconsultant staff, coordination and development of task orders in collaboration with the GSA Program Manager, coordination of schedules and deliverables, proactive identification of issues and risks, and communication with the GSA Program Manager, Management Committee, and Board. The Project Manager shall ensure that work is completed in a timely and coordinated manner and that services are responsive to the needs and direction of the GSA. The designated Project Manager shall be subject to approval by the GSA Management Committee and shall not be replaced without the prior written approval of the GSA, except in circumstances beyond the consultant's control. Any proposed replacement shall be of equal or greater qualifications and experience.

The firm shall also designate a Technical Lead with expertise in groundwater management and SGMA implementation. The Technical Lead shall serve as the primary technical resource for the GSA and be available as requested by the GSA Program Manager or Board to respond to technical questions from the GSA Program Manager, Management Committee, Board of Directors, advisory committees, partner agencies, and the public. The Technical Lead shall be capable of presenting technical information at Board meetings, advisory committee meetings, public workshops, and other forums, as needed.

Prior to or concurrent with the initiation of services, the consultant shall develop and implement a structured transition and onboarding plan to ensure continuity of ongoing SGMA obligations and efficient assumption of responsibilities. The plan shall include a review of existing data systems, active monitoring programs, ongoing compliance obligations, and relevant institutional history. The consultant shall lead this process and be prepared to actively drive onboarding and independently develop the working knowledge necessary to deliver services effectively. Where applicable, the consultant shall coordinate with any incumbent consultants or existing service providers to facilitate a smooth transfer of data, documentation, and ongoing work responsibilities. The GSA will provide reasonable support and access to existing materials to facilitate a successful transition.

## **GSA Governance and GSA Operations**

The selected firm shall provide support services necessary for the effective functioning of the Groundwater Sustainability Agency and shall lead specific operational processes as directed by the GSA. Services under this category may include, but are not limited to, the following:

#### Budget Development and Financial Tracking

The consultant shall provide accurate and timely expenditure information, financial summaries, and budget tracking reports to support the GSA Program Manager's development and administration of the GSA's annual budget. Services shall include monitoring of expenditures relative to authorized budgets, tracking of consultant contracts and task orders, and preparation of financial summaries and reports as requested by the GSA Program Manager.

#### County Tax Roll and Direct Billing (Handbill) Fee Administration

The consultant shall lead and administer the County Tax Roll and direct billing (handbill) fee processes at the direction of the GSA. Services shall include preparation, coordination, and management of all technical and administrative elements necessary for fee implementation, billing, and collection.

Responsibilities shall include coordination with County departments, preparation and review of required data and documentation, development and management of schedules and deadlines, coordination of billing processes, and preparation of fee-related materials for Board consideration, public communication, and reporting.

The consultant shall be responsible for managing the overall process to ensure timely and accurate implementation of fee collection activities, with oversight and review provided by the GSA Program Manager, as appropriate.

#### Administrative and Compliance Support

Provide administrative and compliance services related to SGMA requirements and general GSA operations. Services may include coordination of regulatory submittals, tracking of compliance deadlines, support for public meetings and processes, and coordination with member agencies, partner agencies, and other stakeholders.

#### Other Operational Support Services

Provide additional administrative or compliance services, as needed, to support effective GSA operations and evolving regulatory or organizational needs.

### **SGMA Monitoring and Sustainable Groundwater Management**

The selected firm shall provide technical and regulatory services necessary to support SGMA compliance and implementation of the Vina Subbasin Groundwater Sustainability Plan (GSP). Services under this category may include, but are not limited to, the following:

#### SGMA Annual Reporting

Prepare, coordinate, submit and present SGMA Annual Reports on behalf of the GSA, including compilation, analysis, and interpretation of groundwater level, groundwater quality, and surface water monitoring data, as applicable. Services include preparation of required documentation, coordination with the GSA and partner agencies, and timely submittal to the Department of Water Resources.

Prepare, coordinate, submit, and present required five-year Periodic Evaluation due in 2032 in accordance with SGMA and Department of Water Resources guidance. Services may include

evaluation of basin conditions and trends, assessment of progress toward sustainability objectives, preparation of technical analyses and documentation, and support for GSA review and adoption processes. Services may also include technical analyses to support future GSP amendments, as directed by the GSA. Services shall also include support for review of and response to findings from the first five-year GSP Periodic Evaluation, anticipated to be submitted in January 2027, including coordination of any required corrective actions or follow-up submittals as directed by DWR.

#### Groundwater and Related Monitoring

Butte County, Department of Water & Resource Conservation (WRC) and DWR, perform monitoring as needed for SGMA compliance, including coordination of monitoring programs, data collection, data quality review, analysis, and interpretation of groundwater level, groundwater quality, surface water, land subsidence, and other monitoring data as required by the GSP and applicable SGMA requirements. Services may include evaluation of monitoring network performance and recommendations to support ongoing compliance and reporting needs. This task also includes the potential installation and maintenance of monitoring equipment.

#### Surface Water and Groundwater Modeling

Develop, maintain, refine, and apply groundwater and surface water models, including integrated modeling approaches, to support SGMA compliance and GSP implementation. Services may include incorporation of new monitoring data, evaluation of basin conditions and management scenarios, preparation of model outputs and documentation, and support for technical review and decision-making processes, including in support of Annual Reports, Periodic Evaluations, and evaluation of Potential Management Actions (PMAs).

#### Data Management Systems

The consultant shall house, maintain, and support the groundwater-related data management system used to support SGMA compliance and reporting. Services shall include data management, quality control, system updates and troubleshooting, data visualization, and reporting support, with coordination to ensure consistency with SGMA and DWR requirements. The consultant shall ensure the system is capable of supporting the GSA's ongoing monitoring, reporting, and regulatory needs over the term of the contract.

The consultant shall support stakeholder outreach and communications efforts related to SGMA implementation and GSA activities. Services shall include preparation and coordination of outreach materials, including but not limited to informational materials, press releases, website content, email communications, and social media content, as requested. The consultant shall support implementation of the communication and engagement strategies identified in the Groundwater Sustainability Plan (GSP) and other GSA outreach efforts, including coordination with the GSA Program Manager, Management Committee, and partner agencies, as appropriate. Services may also include support for public workshops, stakeholder meetings, and other outreach activities.

The GSA has a preference for firms or team members with local or regional familiarity with the Northern Sacramento Valley and an understanding of the communities and stakeholders within the area.

### Other SGMA-Related Technical and Regulatory Support

Provide additional technical and regulatory services necessary to support SGMA compliance, including preparation of technical memoranda, data analyses, responses to regulatory inquiries, and coordination related to evolving SGMA guidance or requirements. Services may also include preparation and presentation of technical information to the Board of Directors, Stakeholder Advisory Committee (SHAC), and the public, as requested.

### Grant Procurement and Grant Administration Support

Support or lead, as directed by the GSA, the identification and pursuit of grant funding opportunities related to SGMA implementation. Services may include preparation of grant applications, development of supporting technical materials, grant administration, reporting, and support for grant closeout activities. Regardless of whether leading or supporting grant-related activities, the consultant shall proactively identify and communicate grant deadlines, reporting requirements, and compliance obligations to the GSA Program Manager.

### **Coordination with Member Agencies and Partner Organizations**

The selected firm shall work closely with the Management Committee to support effective program coordination and implementation. The firm shall also coordinate with the GSA Board of Directors, advisory committees, Butte County, and other partner agencies, as appropriate.

Respondents should assume that Butte County will remain actively engaged in SGMA-related activities through its role as a member agency and through ongoing monitoring, technical expertise, and regional coordination efforts, including interbasin coordination. However, respondents should not assume that County staff will perform SGMA technical analysis, regulatory reporting, or other consultant responsibilities described in this scope.

### **Flexibility of Services and Evolving Needs**

The scope of services described in this section is intentionally broad to allow the GSA flexibility to respond to evolving SGMA requirements, funding conditions, and local priorities over the term of the contract. The level of effort and specific services provided may vary over time based on GSA direction, regulatory requirements, and available funding. This may include tasks not explicitly identified in this section but reasonably necessary to support SGMA compliance and GSA operations.

## Format for Proposals

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations, or misrepresentations in a response may be cause for rejection of the submittal. Type size must be large enough to be easily legible but shall not be smaller than 10 point. The GSA shall receive all submissions no later than July 31, 2026, at 2:00 PM.

Proposals shall be prepared in a clear, concise, and well-organized manner and shall address the requirements of this RFP. Proposals should reflect an understanding that this procurement is intended to establish a long-term professional services relationship to support ongoing SGMA compliance and Groundwater Sustainability Agency operations, rather than a single, discrete project.

The proposal shall be organized using the format outlined below. Firms may include additional information if it is relevant to the services described in this RFP.

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

- Submissions shall contain one (1) signed, unbound original and three (3) hard copies, printed on 8½" x 11" paper
- One (1) electronic copy shall also be provided via email or thumb drive
- Submissions shall organize content in the order noted below
- Submissions may also include color and fold-out charts and graphs

### **Mandatory Content and Sequence of Submittal:**

- I. Cover Letter: A maximum two-page cover letter and introduction, which shall include the name and address of the respondent submitting the proposal, together with the name, address, and telephone number of the contact person who will be authorized to make representations for the respondent, the respondent's federal tax ID number, and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 90 days after receipt. The cover letter shall also identify any exceptions or concerns the respondent has with the GSA's standard contract terms as provided in Exhibit A.
- II. Table of Contents: A detailed table of contents including an outline of the submittal, identified by sequential page number and by section reference number and section title as described therein.
- III. Proposal Sections: The proposal shall address each of the sections described below, in the order listed.

### **Firm Qualifications and Relevant Experience**

Provide a description of the firm or, if applicable, the prime consultant and any proposed subconsultants. Describe the firm's experience providing long-term, ongoing support to groundwater sustainability agencies or similar public agencies, with emphasis on sustained program-level engagements rather than discrete project-based work.

At a minimum, proposals shall describe relevant experience with:

- SGMA compliance, groundwater management, and long-term regulatory support
- Multi-year professional services engagements with public agencies
- Program-level support for recurring compliance obligations, rather than discrete project delivery
- Coordination and management of multi-disciplinary consultant teams over extended periods

Proposals shall also include:

- Brief descriptions of at least three relevant client projects that demonstrate experience with sustained program-level support, including client references and contact information

- If proposing a team with subconsultants, a description of the firm's experience coordinating and managing subconsultant relationships on similar engagements

### **Team Structure, Key Personnel, and Capacity**

Identify the proposed team structure, including the prime consultant and any subconsultants. Describe how the team will be organized and coordinated to deliver the services described in this RFP.

The proposal shall identify:

- A designated Project Manager who will serve as the GSA's primary point of contact throughout the contract term
- A designated Technical Lead with expertise in SGMA implementation and groundwater management
- Key personnel and their roles across the team, including any subconsultants

Proposals shall include an organizational chart showing the relationships between the prime consultant, subconsultants, and key personnel, and shall identify which personnel are responsible for major service areas, including the primary staff responsible for key service areas such as Annual Reporting, Periodic Evaluations, monitoring, and data management.

Proposals shall describe:

- The Project Manager's experience managing long-term, multi-disciplinary programs, and their availability and capacity to serve the GSA in a responsive and timely manner
- The Technical Lead's role in providing technical oversight, responding to technical inquiries, and presenting information to the GSA Program Manager, Management Committee, Board of Directors, advisory committees, and the public
- The availability and capacity of all proposed key personnel to support the GSA over the term of the contract
- The firm's approach to staff continuity, backup staffing, and transitions to ensure uninterrupted service and institutional knowledge retention

### **Project and Service Delivery Management**

Describe how your team manages a multi-obligation program where multiple service areas are running concurrently and technical dependencies exist between them. Your response shall address how you maintain visibility across the program as a whole, how you prioritize when obligations compete, how you manage interdependencies between service areas such as monitoring, data management, and annual reporting, and how you adapt when priorities shift or circumstances change. Describe how you would keep the GSA Program Manager informed of project and service delivery status without requiring the GSA to request routine updates, and how you ensure that problems in one area are identified and communicated before they create downstream impacts on other deliverables.

Proposals shall describe the internal systems, tools, and processes the firm uses to support effective project management, coordination, quality control, and communication throughout the contract term.

## **Task-Level Execution**

Building on the program-level approach described above, using SGMA Annual Reporting as an example, describe how your team manages a recurring, deadline-driven deliverable from initiation through Board presentation. Your response shall address how work is initiated and managed internally, how you coordinate across disciplines and among subconsultants, how you keep the GSA Program Manager informed and how your team responds when something goes sideways, whether that's a data gap, a late input, or a shifting regulatory requirement.

## **Understanding of the Vina GSA Context**

The Vina GSA is transitioning from grant-funded implementation to agency-funded operations while simultaneously completing its first Periodic Evaluation and managing ongoing annual reporting and monitoring obligations. Describe how your team would approach the first 12 months of this contract, including how you would prioritize competing obligations, manage the transition, and establish an effective working relationship with the GSA Program Manager, Management Committee, and member agencies, regulatory agencies, and other partner organizations.

Proposals should also address:

- The GSA's formation structure, member agency composition, and how that influences governance and decision-making. The GSA's transition from grant-funded SGMA implementation with significant member agency staff involvement to a consultant-led service delivery model, and how that shift affects working relationships, institutional knowledge transfer, and expectations across the GSA's governance structure.
- The key stakeholder groups within the Vina Subbasin, their interests and perspectives relative to SGMA implementation, and how those dynamics inform the GSA's approach to engagement and communication.
- The agricultural character of the Vina Subbasin, including the water use patterns and activities that drive groundwater sustainability concerns, and how that context should inform the design and communication of monitoring programs, technical analyses, and management actions.

## **Financial Management and Reporting**

Describe how your team tracks expenditures and contracts internally and what reporting you provide to the GSA Program Manager to maintain budget visibility. Note that specific reporting frequency and format will be established through task orders during the contract term.

## **Cost Proposal and Rate Structure**

The GSA anticipates awarding a master professional services contract with work authorized through individual task orders issued on a not-to-exceed basis. Proposals shall include a schedule of hourly rates for all proposed personnel and shall identify anticipated rate adjustments over the term of the contract and the basis for those adjustments.

To provide a basis for cost comparison, proposals shall also include a rough cost estimate for preparation of an SGMA Annual Report. The estimate shall include:

- Estimated hours by staff level or role

- Hourly rates for each staff level or role included in the estimate
- Key assumptions underlying the estimate, including data availability, coordination requirements, and level of analysis
- A clear description of what is and is not included in the estimate
- A brief description of how the firm manages budget adherence on recurring deliverables, including how they identify and communicate potential cost overruns before they occur

Proposals shall acknowledge that the actual scope and cost of Annual Report preparation will be negotiated through a task order during the contract term.

### **Contract Acknowledgments and Required Certifications**

Proposals shall include acknowledgment of the GSA's standard contract terms, insurance requirements, and any required certifications or disclosures identified elsewhere in this RFP. Any exceptions or concerns with the standard contract terms shall be identified in the cover letter as described in Section 5.

## **Selection Process and Evaluation**

Proposals will be reviewed and evaluated by a selection committee composed of representatives of the Vina Groundwater Sustainability Agency, which may include members of the Board of Directors, Management Committee, GSA staff, and representatives of member agencies.

The selection process will include the following steps:

**Written Proposal Evaluation:** All proposals received by the submission deadline will be evaluated and scored by the selection committee based on the criteria and weights described below. This evaluation will be used to identify the most qualified respondents and, if applicable, to develop a shortlist of firms for interviews.

**Interviews:** The GSA may invite one or more shortlisted firms to participate in interviews. Interviews will be used to clarify, confirm, and further inform the selection committee's assessment of written proposals, with particular attention to the proposed Project Manager, Technical Lead, and the firm's approach to project management and collaboration. Interviews may be conducted in person.

**Reference Checks:** The GSA may conduct reference checks as part of the evaluation process. Reference checks will be used to verify and inform the selection committee's assessment of relevant experience and past performance.

**Contract Negotiations:** Following evaluation, the GSA may enter into negotiations with the highest-ranked firm to finalize contract terms, scope of services, staffing, and fee structure. If the GSA is unable to reach agreement with the highest-ranked firm, it may discontinue negotiations and proceed with the next highest-ranked firm.

The GSA reserves the right to request additional information from any respondent, to negotiate modifications to proposals, and to reject any or all proposals. Selection will not necessarily be based on lowest cost.

**Final selection and contract award are subject to approval by the Vina Groundwater Sustainability Agency Board of Directors.**

### **Evaluation Criteria and Weighting**

Proposals will be evaluated using the criteria and weights shown below. The weighting reflects the importance of team capability, project and service delivery experience, and contextual understanding in selecting a long-term program partner for the Vina GSA.

<b>Evaluation Criteria</b>	<b>Weight</b>
Firm Qualifications and Relevant Experience	15%
Team Structure, Key Personnel, and Capacity	20%
Project and Service Delivery Management	15%
Task-Level Execution	15%
Understanding of Vina GSA Context and Governance	20%
Financial Management and Reporting	5%
Cost Proposal and Rate Structure for Annual Report	10%
<b>Total</b>	<b>100%</b>

The GSA reserves the right to adjust the relative weighting of evaluation criteria if deemed to be in the best interest of the agency.

### **Description of Evaluation Criteria**

**Firm Qualifications and Relevant Experience (15%)** Evaluation will consider the extent to which the firm demonstrates sustained, program-level experience supporting groundwater sustainability agencies or similar public agencies over multiple years. Emphasis will be placed on experience with recurring SGMA compliance obligations, long-term regulatory support, and coordination of multi-disciplinary consultant teams. Experience with discrete, project-based work will be considered but weighed less heavily than demonstrated program-level engagement.

**Team Structure, Key Personnel, and Capacity (20%)** Evaluation will consider the qualifications, experience, availability, and capacity of the proposed Project Manager, Technical Lead, and other key personnel. Emphasis will be placed on the Project Manager's demonstrated ability to manage long-term, complex, multi-disciplinary programs and their capacity to serve the GSA in a responsive and timely manner. Evaluation will also consider the clarity of team organization, identification of personnel responsible for key service areas, and the firm's approach to staff continuity, backup coverage, and transitions.

**Project and Service Delivery Management (15%)** Evaluation will consider the firm's approach to managing multiple concurrent service obligations where multiple service areas are running concurrently and technical dependencies exist between them. Emphasis will be placed on how the firm maintains visibility across the program, prioritizes competing obligations, manages

interdependencies between service areas, and keeps the GSA Program Manager informed. Responses that demonstrate proactive identification and communication of problems will be weighted more heavily than those describing reactive approaches.

**Task-Level Execution (15%)** Evaluation will consider the firm's approach to managing recurring, deadline-driven deliverables from initiation through Board presentation. Emphasis will be placed on how work is initiated and owned internally, how coordination across disciplines and subconsultants is managed, and how the firm responds when problems arise. Responses that demonstrate clear ownership, accountability, and proactive communication will be weighed more heavily than general process descriptions.

**Understanding of Vina GSA Context and Governance (20%)** Evaluation will consider the extent to which the firm demonstrates a clear understanding of the specific context the Vina GSA is operating in, including the transition from grant-funded to agency-funded operations, the governance structure and decision-making processes of the GSA, and the multi-agency environment in which the GSA operates. Emphasis will be placed on the firm's ability to articulate a realistic and thoughtful approach to the first 12 months of the contract and to establish effective working relationships across the GSA's governance structure.

**Financial Management and Reporting (5%)** Evaluation will consider the firm's approach to tracking expenditures and contracts internally and communicating budget and contract status to the GSA Program Manager. Emphasis will be placed on whether financial information is integrated into overall project and service delivery management and communicated proactively rather than reactively.

**Cost Proposal and Rate Structure (10%)** Evaluation will consider the reasonableness and clarity of the proposed hourly rates, the transparency and assumptions underlying the Annual Report cost estimate, and the overall value of the services offered in relation to cost. Cost will not be the primary basis for selection but will be considered in the context of the overall value and capability demonstrated in the proposal.

## Rules of Procurement

### Timeline Summary

Event	Anticipated Date/Time (Subject to Change)
Solicitation Publication	May 15, 2026
Final Date to Submit Questions and Requests for Clarification	June 15, 2026
Questions Answered via Addendum(s)	June 30, 2026
RFP Submittals Due	July 31, 2026
Preliminary Evaluation Completed	August 7, 2026
Interviews (if conducted)	August 17, 2026
Evaluation Completion, Consultant Selection, and Negotiation	August 30, 2026

Award of Contract	September 9, 2026
Consultant Onboarding and Transition	September 30, 2026
SGMA Annual Report Initiation	September 30, 2026

**Submission Instructions**

Proposals shall be submitted through the Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com) no later than 2:00 p.m. on the date identified in the Timeline Summary above. Submissions shall include one (1) signed, unbound original and three (3) hard copies delivered to the GSA office at 308 Nelson Avenue, Oroville, CA 95965, and one (1) electronic copy submitted via the Public Purchase website or thumb drive. Late submissions will not be accepted. The GSA is not responsible for submissions that are lost, misdirected, or delayed in transit.

**GSA Contact Information**

The Vina Groundwater Sustainability Agency is the procuring entity for this RFP. All questions and correspondence related to this solicitation shall be submitted through the Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com). The GSA will respond to questions via addendum posted to the Public Purchase website.

Firms interested in participating in this solicitation are encouraged to register at the Public Purchase website: [www.publicpurchase.com](http://www.publicpurchase.com).

Direct contact with GSA staff, Management Committee members, or selection committee members regarding this procurement or the selection process is discouraged. All inquiries must be submitted through Public Purchase.

**Questions:**

Questions and requests for clarification may only be submitted through the Public Purchase website. Verbal and phone inquiries will not be answered. All questions and requests for clarification shall be submitted no later than 5:00 PM on **June 15, 2026**. The GSA will provide answers and clarifications by posting an addendum(s) through the Public Purchase website by June 30, 2026 so all Responders receive consistent information. It is the responsibility of all interested firms to access the website for this information. **Questions received after June 15, 2026 at p.m. will not be answered.**

**Debriefing**

Respondents who were not selected may request a debriefing to discuss the evaluation of their proposal. Requests for debriefings shall be directed to the GSA Program Manager via the Public Purchase website.

**Protest Procedures**

Firms that have received a debriefing but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the GSA Program Manager via email at [vinagsa@gmail.com](mailto:vinagsa@gmail.com). All protests must be made in writing, submitted by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest, citing the law, rule, regulation, or procedure on which the protest is based. Respondents' capabilities, project characteristics, and/or pricing features that were not included in the firm's proposal shall not be introduced during the protest process. The protest shall be submitted within five (5) business days after the protesting party knows or should have known of the facts giving rise to the protest.

## **Model Contract**

The firm selected shall be expected to execute a contract substantially like the one shown as Exhibit A. Proposers must state any exceptions to contract terms in their proposals and the GSA reserves the sole right to accept or reject any such exceptions. However, the GSA reserves the right to substitute Exhibit A, Model Contract with a different template if deemed necessary.

## **Disclosure of Information**

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

# Exhibit A

## VINA GROUNDWATER SUSTAINABILITY AGENCY PROFESSIONAL SERVICES AGREEMENT

No. XXXXX

This Agreement is entered into as of the date last signed and dated below by and between the Vina Groundwater Sustainability Agency, a local government agency (“Agency”), and \_\_\_\_\_, a \_\_\_\_\_ ***[Insert type and jurisdiction of entity]*** (“Contractor”), who agree as follows:

### 1 Scope of Work

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

### 2 Payment

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

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

\_\_\_ The fee arrangement described on the attached Exhibit A.

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

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

### 3 Term

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

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

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

#### 4 Professional Ability of Contractor

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

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

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

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

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

## **5 Conflict of Interest**

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

## **6 Contractor Records**

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

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

## **7 Ownership of Work Products**

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

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

## 8 Confidentiality of Information

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

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

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

8.3 If any person or entity, other than Agency or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. As owner of the Confidential Material, the Agency shall be the party deciding whether the material is disclosed; the Contractor may not disclose Agency material without prior Agency authorization.

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

## 9 Compliance with Laws

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

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

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

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

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

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to Agency up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid

to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to Agency the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

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

Contractor's Public Works Contractor Registration Number: \_\_\_\_\_

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

Contractor's Public Works Contractor Registration Number: \_\_\_\_\_

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

## 10 Indemnification.

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

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an

Indemnitee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

## 11 Insurance

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

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

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

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name Agency, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Agency's

insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to Agency. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to Agency. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of Agency for the Work performed by Contractor.

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

## 12 **General Provisions**

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

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

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

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of

law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

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

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

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

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

Agency:

Vina Groundwater Sustainability Agency

Attn: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor:

\_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

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Vina Groundwater Sustainability Agency:

Dated: \_\_\_\_\_

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

Name, GSA Board Chair

***[Name of Contractor]:***

Dated: \_\_\_\_\_

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

***[Name/Title]***

Reviewed for Contract Policy Compliance Approved as to Form

Dated: \_\_\_\_\_

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

**Dillon McGregor, GSA Program Manager**

Dated: \_\_\_\_\_

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

**Valerie Kinkaid, GSA Legal Counsel**