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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated March 19, 2024, and is between LUHDORFF AND SCALMANINI, CONSULTING ENGINEERS, INC., a California corporation” (Consultant), and the COUNTY OF FRESNO, a political subdivision of the State of California (“County”).

Recitals

A. The Sustainable Groundwater Management Act (“SGMA”) provides for the establishment of local groundwater sustainability agencies to manage groundwater sustainability within groundwater subbasins defined by the California Department of Water Resources. Each groundwater sustainability agency (“GSA”) is required to develop and implement, a groundwater sustainability plan (“GSP”) to ensure a sustainable yield of groundwater, without causing undesirable results. Failure to comply with that requirement could result in the State Water Resources Control Board (State Board) asserting its power to manage local groundwater resources.

B. The County is the GSA for two areas designated as “Fresno County Management Area A” and “Management Area B” (FMCA) in the Delta-Mendota groundwater subbasin (DMGS). The subbasin contains 23 separate GSAs.

C. In furtherance of its efforts to comply with the requirement to develop and implement a GSP, the County wishes to obtain the services of a consultant with knowledge, experience, and expertise relevant to that task.

D. In 2022, each GSA within DMGS submitted a GSP to DWR. The Consultant assisted the County in preparing its GSP for FCMA.

E. On March 2, 2023, DWR deemed all of the submitted DMGS GSPs, to be “inadequate,” based on three deficiencies: (1) the DMGS GSPs were not using the same data and methodology; (2) The DMGS GSPs did not establish common and consistent definitions conditions within the DMGS deemed unfavorable; and (3) the DMGS GSPs did not set sustainable management criteria in accordance with GSP regulations. This determination resulted in review by the State Board, which will decide if DMGS is to be placed in probationary

1 status where there will be a 180-day period to address any additional deficiencies identified by
2 the State Board. If the Subbasin is unable to remedy the deficiencies, the State Board may
3 develop an Interim Plan for the Subbasin.

4 F. To avoid an Interim Plan and continue with local control over groundwater management,
5 the Subbasin Coordination Committee (CC) is currently working to address deficiencies
6 identified by DWR. This includes the development of a single GSP for DMGS with the
7 cooperation of all of the DMGS GSAs.

8 G. In furtherance of its efforts to comply with the requirement to develop and implement a
9 GSP, the County wishes to obtain the services of a consultant with knowledge, experience, and
10 expertise relevant to that task.

11 H. The Consultant represents that it possesses the requisite knowledge, experience, and
12 expertise, and that it is ready, willing, and able to provide the services desired by the County,
13 subject to the terms and conditions of this Agreement. Consultant will provide technical support
14 in the effort to address the identified deficiencies and continuing with GSP implementation in the
15 (FCMA) and develop a single GSP that will be led by EKI Environment and Water, Inc (EKI).

16 The parties therefore agree as follows:

17 **Article 1**

18 **Consultant's Services**

19 1.1 **Scope of Services.** The Consultant shall perform all the services provided in Exhibit
20 A to this Agreement, titled "Scope of Services."

21 1.2 **Representation.** The Consultant represents that it is qualified, ready, willing, and
22 able to perform all of the services provided in this Agreement.

23 1.3 **Key Persons.** The Consultant shall provide all services under this Agreement
24 through the key persons listed below. The Consultant shall not replace any key persons without
25 prior written consent from the County's Director of Public Works and Planning, or his or her
26 designee, and he or she shall not withhold that consent unreasonably. If any key person is
27 replaced, the replacement person shall have at least the same level of expertise as the person
28 being replaced.

1 (A) Will Halligan, Senior Principal Hydrogeologist, Project Manager

2 (B) Andrew Francis, Project Hydrogeologist, Technical Support

3 1.4 **Compliance with Laws.** The Consultant shall, at its own cost, comply with all
4 applicable federal, state, and local laws and regulations in the performance of its obligations
5 under this Agreement, including but not limited to workers compensation, labor, and
6 confidentiality laws and regulations.

7 **Article 2**

8 **County's Responsibilities**

9 2.1 The County shall pay, and the consultant agrees to receive, compensation as
10 described in Exhibit B to this Agreement. The Consultant is only entitled to compensation for
11 work performed after the Effective Date, as that term is defined in section 4.1.

13 **Article 3**

14 **Compensation, Invoices, and Payments**

15 3.1 **Invoices.** The Consultant shall submit monthly invoices to the County by email to
16 waterandnaturalresources@fresnocountyca.gov and all invoices shall reflect accurately the
17 tasks performed by the Consultant under this Agreement, and shall include sufficient detail as
18 may be required by the County's Auditor-Controller/Treasurer-Tax Collector ("Auditor"),
19 including but not limited to:

20 (A) The specific nature of each task performed as services under this Agreement;

21 (B) The name of the person performing each task and their position;

22 (C) The number of hours worked by each person for each task, in increments of one-
23 tenth of an hour;

24 (D) The hourly rate for each person performing each task;

25 (E) A summary showing the sum total hours worked by each person and the product
26 of that total multiplied by each person's hourly rate; and

27 (F) The County's identification number for this Agreement, and the project title.
28

1 (B) A notice delivered by first-class United States mail is effective three County
2 business days after deposit in the United States mail, postage prepaid, addressed to the
3 recipient.

4 (C) A notice delivered by an overnight commercial courier service is effective one
5 County business day after deposit with the overnight commercial courier service,
6 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
7 the recipient.

8 (D) A notice delivered by telephonic facsimile transmission or by PDF document
9 attached to an email is effective when transmission to the recipient is completed (but, if
10 such transmission is completed outside of County business hours, then such delivery is
11 deemed to be effective at the next beginning of a County business day), provided that
12 the sender maintains a machine record of the completed transmission.

13 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
14 nothing in this Agreement establishes, waives, or modifies any claims presentation
15 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
16 of Title 1 of the Government Code, beginning with section 810).

17 **Article 6**

18 **Termination and Suspension**

19 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
20 contingent on the approval of funds by the appropriating government agency. If sufficient funds
21 are not allocated, then the County, upon at least 30 days' advance written notice to the
22 Consultant, may:

23 (A) Modify the services provided by the Consultant under this Agreement; or

24 (B) Terminate this Agreement.

25 6.2 **Termination for Breach.**

26 (A) Upon determining that a breach (as defined in paragraph (C) below) has
27 occurred, the County may give written notice of the breach to the Consultant. The written
28

1 notice may suspend performance under this Agreement, and must provide at least 30
2 days for the Consultant to cure the breach.

3 (B) If the Consultant fails to cure the breach to the County's satisfaction within the
4 time stated in the written notice, the County may terminate this Agreement immediately.

5 (C) For purposes of this section, a breach occurs when, in the determination of the
6 County, the Consultant has:

- 7 (1) Obtained or used funds illegally or improperly;
- 8 (2) Failed to comply with any part of this Agreement;
- 9 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 10 (4) Improperly performed any of its obligations under this Agreement.

11 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
12 County may terminate this Agreement by giving at least 30 days advance written notice to the
13 Consultant.

14 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
15 under this Article 6 is without penalty to or further obligation of the County.

16 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
17 6, the County may demand repayment by the Consultant of any monies disbursed to the
18 Consultant under this Agreement that, in the County's sole judgment, were not expended in
19 compliance with this Agreement. The Consultant shall promptly refund all such monies upon
20 demand. This section survives the termination of this Agreement.

21 **Article 7**

22 **Independent Consultant**

23 **7.1 Status.** In performing under this Agreement, the Consultant, including its officers,
24 agents, employees, and volunteers, is at all times acting and performing as an independent
25 Consultant, in an independent capacity, and not as an officer, agent, servant, employee, joint
26 venturer, partner, or associate of the County.

1 **Article 10**

2 **Inspections, Audits, and Public Records**

3 10.1 **Inspection of Documents.** The Consultant shall make available to the County, and
4 the County may examine at any time during business hours and as often as the County deems
5 necessary, all of the Consultant's records and data with respect to the matters covered by this
6 Agreement, excluding attorney-client privileged communications. The Consultant shall, upon
7 request by the County, permit the County to audit and inspect all of such records and data to
8 ensure the Consultant's compliance with the terms of this Agreement.

9 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds \$10,000, the Consultant is subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement.

14 10.3 **Public Records.** The County is not limited in any manner with respect to its public
15 disclosure of this Agreement or any record or data that the Consultant may provide to the
16 County. The County's public disclosure of this Agreement or any record or data that the
17 Consultant may provide to the County may include but is not limited to the following:

18 (A) The County may voluntarily, or upon request by any member of the public or
19 governmental agency, disclose this Agreement to the public or such governmental
20 agency.

21 (B) The County may voluntarily, or upon request by any member of the public or
22 governmental agency, disclose to the public or such governmental agency any record or
23 data that the Consultant may provide to the County, unless such disclosure is prohibited
24 by court order.

25 (C) This Agreement, and any record or data that the Consultant may provide to the
26 County, is subject to public disclosure under the Ralph M. Brown Act (California
27 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).
28

1 (D) This Agreement, and any record or data that the Consultant may provide to the
2 County, is subject to public disclosure as a public record under the California Public
3 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
4 with section 7920.200) ("CPRA").

5 (E) This Agreement, and any record or data that the Consultant may provide to the
6 County, is subject to public disclosure as information concerning the conduct of the
7 people's business of the State of California under California Constitution, Article 1,
8 section 3, subdivision (b).

9 (F) Any marking of confidentiality or restricted access upon or otherwise made with
10 respect to any record or data that the Consultant may provide to the County shall be
11 disregarded and have no effect on the County's right or duty to disclose to the public or
12 governmental agency any such record or data.

13 **10.4 Public Records Act Requests.** If the County receives a written or oral request
14 under the CPRA to publicly disclose any record that is in the Consultant's possession or control,
15 and which the County has a right, under any provision of this Agreement or applicable law, to
16 possess or control, then the County may demand, in writing, that the Consultant deliver to the
17 County, for purposes of public disclosure, the requested records that may be in the possession
18 or control of the Consultant. Within five business days after the County's demand, the
19 Consultant shall (a) deliver to the County all of the requested records that are in the
20 Consultant's possession or control, together with a written statement that the Consultant, after
21 conducting a diligent search, has produced all requested records that are in the Consultant's
22 possession or control, or (b) provide to the County a written statement that the Consultant, after
23 conducting a diligent search, does not possess or control any of the requested records. The
24 Consultant shall cooperate with the County with respect to any County demand for such
25 records. If the Consultant wishes to assert that any specific record or data is exempt from
26 disclosure under the CPRA or other applicable law, it must deliver the record or data to the
27 County and assert the exemption by citation to specific legal authority within the written
28 statement that it provides to the County under this section. The Consultant's assertion of any

1 exemption from disclosure is not binding on the County, but the County will give at least 10
2 days' advance written notice to the Consultant before disclosing any record subject to the
3 Consultant's assertion of exemption from disclosure. The Consultant shall indemnify the County
4 for any court-ordered award of costs or attorney's fees under the CPRA that results from the
5 Consultant's delay, claim of exemption, failure to produce any such records, or failure to
6 cooperate with the County with respect to any County demand for any such records.

7 **Article 11**

8 **Disclosure of Self-Dealing Transactions**

9 11.1 **Applicability.** This Article 11 applies if the Consultant is operating as a corporation
10 or changes its status to operate as a corporation.

11 11.2 **Duty to Disclose.** If any member of the Consultant's board of directors is party to a
12 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
13 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
14 the County before commencing the transaction or immediately after.

15 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Consultant is
16 a party and in which one or more of its directors, as an individual, has a material financial
17 interest.

18 **Article 12**

19 **General Terms**

20 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
21 Agreement may not be modified, and no waiver is effective, except by written agreement signed
22 by both parties. The Consultant acknowledges that County employees have no authority to
23 modify this Agreement except as expressly provided in this Agreement.

24 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
25 under this Agreement without the prior written consent of the other party.

26 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
27 or related to this Agreement.

1 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. Consultant consents to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

5 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

10 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 12.8 **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 12.9 **Nondiscrimination.** During the performance of this Agreement, the Consultant shall
18 not unlawfully discriminate against any employee or applicant for employment, or recipient of
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

23 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
24 of the Consultant under this Agreement on any one or more occasions is not a waiver of
25 performance of any continuing or other obligation of the Consultant and does not prohibit
26 enforcement by the County of any obligation on any other occasion.

27 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire Agreement
28 between the Consultant and the County with respect to the subject matter of this Agreement,

1 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
2 publications, and understandings of any nature unless those things are expressly included in
3 this Agreement. If there is any inconsistency between the terms of this Agreement without its
4 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
5 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
6 exhibits.

7 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

9 12.13 **Authorized Signature.** The Consultant represents and warrants to the County that:

10 (A) The Consultant is duly authorized and empowered to sign and perform its
11 obligations under this Agreement.

12 (B) The individual signing this Agreement on behalf of the Consultant is duly
13 authorized to do so and his or her signature on this Agreement legally binds the
14 Consultant to the terms of this Agreement.

15 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
16 electronic signature as provided in this section.

17 (A) An “electronic signature” means any symbol or process intended by an individual
18 signing this Agreement to represent their signature, including but not limited to (1) a
19 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
20 electronically scanned and transmitted (for example by PDF document) version of an
21 original handwritten signature.

22 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
23 equivalent to a valid original handwritten signature of the person signing this Agreement
24 for all purposes, including but not limited to evidentiary proof in any administrative or
25 judicial proceeding, and (2) has the same force and effect as the valid original
26 handwritten signature of that person.

1 (C) The provisions of this section satisfy the requirements of Civil Code section
2 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
3 Part 2, Title 2.5, beginning with section 1633.1).

4 (D) Each party using a digital signature represents that it has undertaken and
5 satisfied the requirements of Government Code section 16.5, subdivision (a),
6 paragraphs (1) through (5), and agrees that each other party may rely upon that
7 representation.

8 (E) This Agreement is not conditioned upon the parties conducting the transactions
9 under it by electronic means and either party may sign this Agreement with an original
10 handwritten signature.

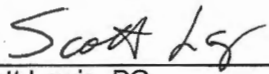
11 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.


13 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 LUHDORFF AND SCALMANINI
3 CONSULTING ENGINEERS, INC

COUNTY OF FRESNO

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6 _____
7 Scott Lewis, PG.,
8 Senior Principal Geologist
9 500 1st Street
10 Woodland, California 95695


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

11 For accounting use only:

12 Org No.: 2540
13 Account No.: 7845
14 Fund No.: 0001
15 Subclass No.:10000

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Exhibit A

Scope of Services

The Consultant shall participate in the technical working group (TWG) by providing feedback on the development of a single GSP for the DMSG, GSP implementation, SGM implementation grant administration, and landowner/stakeholder outreach to prepare and submit a SGMA-compliant GSP in accordance California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2, addressing Fresno County Management Area A and Management Area B of the Delta-Mendota Subbasin pursuant to Tasks 1-8 of this Agreement.

Task 1: Coordination Committee / Technical Working Group Meetings

Consultant will provide technical assistance in the development of a single GSP, one of the largest efforts will be coordination among the 23 GSAs and the six GSP groups. Environment & Water, Inc. (EKI) is leading the effort to address the deficiencies identified by DWR and working with the State Board to avoid an Interim Plan for the Subbasin. Consultant will attend one (CC) meeting per month and one TWG meeting per month. Consultant will represent Fresno County at all TWG meetings and will attend CC meetings requested by County.

Task 2: Technical Review of meeting materials and draft GSP

Consultant will review materials prepared by EKI, review meeting materials for CC and TWG meetings, and will be the internal Consultant discussions on the development of a single GSP. Under the current process, meeting materials are provided to attendees of the CC/TWG meetings where EKI presents potential approaches to address deficiencies identified by DWR. After deliberation by the CC and TWG, the CC provides direction to EKI to proceed with the development of draft GSP materials. Once draft GSP materials are available, Consultant will review on behalf of the County and submit comments to the DMGS. Given the amount of coordination and cooperation that will be required to develop a single GSP, it is important that Consultant provide feedback to the TWG and thoroughly review draft GSP materials to represent the interests of Fresno County and the beneficial users in the FCMA.

Task 3: Grant Administration

Exhibit A

1 Consultant will prepare and submit quarterly reports as required by the Sustainable
2 Groundwater Management (SGM) Implementation Grant. Fresno County has received funds
3 from the State to assist with GSP implementation. Fresno County has received money (1) to
4 revise the existing GSP to address deficiencies, (2) install an additional monitoring well, and (3)
5 continue coordination with other GSP groups. The SGM Implementation Grant requires
6 submittal of quarterly progress reports to the State documenting the progress of GSPs and the
7 associated expenses. Progress reports include a summary of the work conducted, marked up
8 invoices identifying labor related to projects in the grant, and a summary of ongoing activities.

9 **Task 4: Annual Report Review/Support**

10 Consultant will provide seasonal high and seasonal low contours for the southern portion
11 of the Subbasin, upload data for representative monitoring (sites) RMS to the Subbasin data
12 management system (DMS) and SGMA Monitoring Portal and provide summaries on GSP
13 implementation for the FMCA GSP area. Under the previous management structure with six
14 individual GSPs for the Subbasin, a single Annual Report for each water year was submitted to
15 DWR. If the Subbasin proceeds with a single GSP, the process may change going forward.
16 Consultant assumes there will be a similar process for water years 2023 and 2024. Consultant
17 will Provide seasonal high and seasonal low contours for the southern portion of the Subbasin.
18 Consultant will upload measurements from representative monitoring sites (RMS) to the Delta-
19 Mendota DMS and SGMA monitoring portal. Consultant will Provide summary of GSP
20 implementation for the FCMA GSP area. Consultant will review and provide comments on
21 Water Year Annual Reports (2023 & 2024).

22 **Task 5: GSP Monitoring Program**

23 Consultant will include data from RMS that includes coordinating sampling/measurement
24 events for water levels and water quality and utilizing data collected from existing USGS
25 subsidence monitoring programs. Interconnected Surface Waters (ISW) were considered a data
26 gap for the Subbasin. Consultant will work with other GSP groups to establish an ISW
27 monitoring network and determine an approach to set Soil Moisture Contents (SMC). As an
28 approach is determined, Consultant will work to identify existing sites that can be used to

Exhibit A

1 monitor ISW and make recommendations for additional monitoring sites if needed and assumes
2 one water quality sampling event per year consistent with the existing monitoring program.

3 **Task 6: DMS Maintenance and Updates**

4 Consultant will continue to update and improve the FCMA DMS. As the GSP is updated,
5 information in the DMS will be updated by Consultant to reflect the current monitoring network.
6 Information stored in the FCMA DMS will be used to update the basin wide DMS and support
7 GSP implementation and Annual Report Submittal.

8 **Task 7: Landowner & stakeholder outreach**

9 Consultant will ensure landowners and any interested stakeholders are aware of
10 changes to the management structure (i.e., single GSP) and any updates to the GSP related to
11 sustainable management criteria and projects and management actions. Consultant will reach
12 out to individual landowners with the FCMA to provide updates on the status of the Subbasin
13 GSP and will coordinate with Fresno County to hold public outreach/education events if
14 necessary.

15 **Task 8: Traction Ranch Monitoring Well Construction Oversight**

16 Consultant will provide construction oversight for the installation of the monitoring well
17 located in Traction Ranch. Consultant will provide specifications and a preliminary design for the
18 proposed monitoring well. This will include producing all other deliverables identified in
19 Component 8 Tasks 5, 6, & 14 (deliverables listed below) in the implementation grant. It is
20 assumed that Fresno County will obtain an access agreement from the landowner and the driller
21 will obtain the drilling permit. Consultant will be responsible for the following outside services
22 and expense deliverables:

- 23 •Groundwater quality sampling
- 24 •Transducer and telemetry equipment for the well.
- 25 • Preliminary well design.
- 26 • CEQA documentation.
- 27 • Advertisement for bids.
- 28 • Bidding documents and notice of Intent to Award.

Exhibit A

- 1 • Site visit write ups.
- 2 • As-builts and lithologic log.
- 3 • Report from well head surveying.

4 **Task 9: As Needed Services – Addressing Deficiencies Post Approval**

5 Consultant will Continue the process of implementing the GSP that involves significant
6 uncertainty, as the review of each individual GSP falls under the jurisdiction of the State Board.
7 Following approval of the updated plan by the State Board, the responsibility for reviewing the
8 plan will revert to the DWR. This task encompasses any further efforts necessary to secure
9 approval of the Single GSP by the State Board, as well as any additional work required post-
10 approval once the plan has been returned to the DWR.

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Exhibit B

Compensation

The Consultant will be compensated for performance of its services under this Agreement as provided in Exhibit B. The Consultant is not entitled to any compensation except as expressly provided in this Exhibit B. All compensation paid to Consultant shall be based on the hourly rates set forth in Exhibit B, except for travel. The total amount paid to the Consultant under the hourly rates for each task described in Exhibit A, "Scope of Services," shall not exceed the total cost for each task as set forth in Exhibit B, unless otherwise approved by the County.

For the time period March 1, 2023 through August 31, 2023, the Consultant shall receive a total of \$22,638.19, for work completed during that time. T

The Consultant is not entitled to any compensation except for tasks as expressly provided in this Exhibit B.

Exhibit B

Scope of Work Project Budget Estimate

Tasks	Senior Principal	Senior Professional	Project Professional	Staff Professional	Outside Services and Expenses	Total
\$/hour	\$ 260.00	\$ 200.00	\$ 182.00	\$ 165.00		
Task 1. Coordination Meetings	<i>65</i>	<i>45</i>	<i>125</i>	<i>0</i>		<i>235</i>
Sub total	\$ 16,900.00	\$ 9,000.00	\$ 22,750.00	\$ -	\$ 7,000.00	\$ 55,650.00
Task 2. Technical Review	<i>50</i>	<i>0</i>	<i>200</i>	<i>0</i>		<i>250</i>
Sub total	\$ 13,000.00	\$ -	\$ 36,400.00	\$ -	\$ -	\$ 49,400.00
Task 3. Grant Administration	<i>5</i>	<i>10</i>	<i>65</i>	<i>0</i>		<i>80</i>
Sub total	\$ 1,300.00	\$ 2,000.00	\$ 11,830.00	\$ -	\$ -	\$ 15,130.00
Task 4. Annual Report Review/Support	<i>20</i>	<i>20</i>	<i>20</i>	<i>40</i>		<i>100</i>
Sub total	\$ 5,200.00	\$ 4,000.00	\$ 3,640.00	\$ 6,600.00	\$ -	\$ 19,440.00
Task 5. GSP Monitoring Program	<i>5</i>	<i>15</i>	<i>40</i>	<i>40</i>		<i>100</i>
Sub total	\$ 1,300.00	\$ 3,000.00	\$ 7,280.00	\$ 6,600.00	\$ 15,000.00	\$ 33,180.00
Task 6. DMS Maintenance and Updates	<i>0</i>	<i>10</i>	<i>20</i>	<i>30</i>		<i>60</i>
Sub total	\$ -	\$ 2,000.00	\$ 3,640.00	\$ 4,950.00	\$ -	\$ 10,590.00
Task 7. Landowner/ Shareholde Outreach	<i>16</i>	<i>10</i>	<i>30</i>	<i>0</i>		<i>56</i>
Sub total	\$ 4,160.00	\$ 2,000.00	\$ 5,460.00	\$ -	\$ -	\$ 11,620.00
Task 8. MW Construction & Oversight	<i>5</i>	<i>0</i>	<i>30</i>	<i>62</i>		<i>97</i>
Sub total	\$ 1,300.00	\$ -	\$ 5,460.00	\$ 10,230.00	\$ 7,500.00	\$ 24,490.00
Task 9. As Needed Services	<i>50</i>	<i>50</i>	<i>120</i>	<i>100</i>		<i>320</i>
Sub total	\$ 13,000.00	\$ 10,000.00	\$ 21,840.00	\$ 16,500.00		\$ 61,340.00
Contingency 10% (LSCE Labor Costs)						\$ 18,999.90
Total Hours	<i>166</i>	<i>110</i>	<i>530</i>	<i>172</i>	<i>0</i>	
Total	\$ 56,160.00	\$ 32,000.00	\$ 118,300.00	\$ 44,880.00	\$ 29,500.00	\$ 299,839.90

Exhibit B



**Luhdorff &
Scalmanini**
Consulting Engineers

500 FIRST STREET • WOODLAND, CA 95695

2024 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	\$260/hr.
Principal Professional.....	\$248/hr.
Supervising Professional	\$238/hr.
Senior Professional	\$200 to 228/hr.
Project Professional	\$182/hr.
Staff Professional	\$165/hr.

Technical

ACAD DMS/GIS.....	\$150/hr.
Engineering Assistant.....	\$135/hr.
Scientist.....	\$135/hr.
Technician.....	\$135/hr.

Project Admin Support

Word Processing, Clerical.....	\$105/hr.
Digital Communications Specialist.....	\$115/hr.
Project Admin/Accounting Assistant	\$115/hr.

Vehicle Use	\$0.67/mi(or curr. IRS rate)
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$200.00/hr
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%
Prevailing Wage Rate	\$200/hr until June 30, 2024
Prevailing Wage Rate	\$205/hr effective July 1, 2024

* Engineer, Geologist, Hydrogeologist, and Hydrologist

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a Consultant's board of directors ("County Consultant"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Consultant or any third parties, Consultant, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Consultant shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Consultant's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Consultant shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Consultant shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

If the Consultant is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Consultant signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Consultant shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th

Exhibit D

Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Consultant has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Consultant's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

- (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of the Consultant's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Consultant.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Consultant shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Consultant shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy

Exhibit D

for any other reason, and for any other change to the policy, the Consultant shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Consultant or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

- (D) **County's Entitlement to Greater Coverage.** If the Consultant has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Consultant shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Consultant waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Consultant is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Consultant's waiver of subrogation under this paragraph is effective whether or not the Consultant obtains such an endorsement.
- (F) **County's Remedy for Consultant's Failure to Maintain.** If the Consultant fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Consultant. The County may offset such charges against any amounts owed by the County to the Consultant under this Agreement.
- (G) **SubConsultants.** The Consultant shall require and verify that all subConsultants used by the Consultant to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Consultant to provide services under this Agreement using subConsultants.