



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

REQUEST FOR PROPOSALS

Date Issued: April 7, 2020

A. Introduction

In January 2020 four Groundwater Sustainability Agencies (GSA) submitted a completed Groundwater Sustainability Plan (GSP) for the Paso Robles Basin. That GSP called for additional monitoring wells to measure levels in the Alluvial Aquifers, and in the Paso Robles Formation. The State Water Board recently awarded a Supplemental Environmental Project (SEP) for analysis and installation of stream gauges and monitoring wells. This RFP seeks services from a qualified hydrogeologic consulting firm to complete the analysis, establish specifications or identify existing specifications, and supervising the installation of stream gauges and monitoring wells under a very tight timeline.

B. Submittal Deadline

Four (4) copies of the Consultant's proposal must be submitted no later than **5:00 p.m. on Friday, May 1, 2020.**

Proposals must be delivered to:

City of Paso Robles
Attn: Dick McKinley
Public Works Director
1000 Spring Street
Paso Robles, CA 93446

Contact information if you have questions:

Phone: (805) 237-3861
Fax: (805) 237-3904
Email: dmckinley@prcity.com

Full version of the RFP may be downloaded from:

www.ciplist.com
www.prcity.com/Bids.aspx?CatID=17&txtSort=Category&showAllBids=on&Status=

C. Services Provided by Consultant

The Proposal used to secure the SEP funds for the project is attached to this RFP and should be reviewed prior to preparing your proposed response to this RFP. This is intended to be a simple and straight forward project for a qualified firm. The selected consultant will help to select the best site(s) for installation of a stream gauge and installation of monitoring wells, will provide basic design for the installations, assist in preparation of plans/specs/bid documents, and supervise the installations.

D. Proposal

Attached is the City's Consultant Service Agreement. As part of your response to this RFP, please review this Agreement and provide any revisions or modifications you wish to make prior to entering into a contract with the City. It will be assumed that the Consultant will sign this Agreement as written, if selected, if no proposed revisions or modifications are included with the response to this RFP

Proposal Contents:

1. Firm identification
 - a) Firm name, address, telephone number and e-mail address;
 - b) Name and telephone number of contact person.
2. Provide the following information for each sub-consultant (if applicable):
 - a) Firm name, address, telephone number and e-mail address;
 - b) Contemplated role of the firm in the project.
3. List of personnel who will be working on the project. Indicate experience, background, academic training and registration. Describe anticipated role in the project and how the staff would be organized.
4. Work Program: Based on your understanding of the project, and the tight timeline, list all required tasks to complete the work.
5. Work Budget: Provide a budget breakdown to demonstrate your understanding of the project needs. This budget will not be binding; the final agreement will be the result of a precise scope of work and a negotiated compensation amount. The breakdown should include itemized person-hours, and rates and costs for all required work tasks.
6. Provide a statement of what especially qualifies your firm to perform this work.
7. Signature: Proposal shall be signed by an authorized corporate office whose signature is binding upon the firm.
8. Valid Period: Include a statement that proposal will remain valid for 60 days.
9. Conflict of Interest: Proposal shall include a statement that no conflicts of interest exist in the provisions of these services.

E. Selection Process

The City will establish a screening committee to review and rank all proposals received. The City may decide to interview consultants with the most competitive proposals. Key criteria to be used by the City in selecting a consultant or consultant team include the following:

1. Consultant's understanding of the City of Paso Robles' desires and general approach to the project as demonstrated in the Project Understanding and Work Program.
2. Qualifications of the Consultants' staff assigned to this project.
3. Demonstrated ability of the consultant to perform quality work, control costs, and meet time schedules.
4. Ability to work effectively with City and County staff.

The top ranked firm will be invited to refine its proposal and negotiate a consultant services agreement with the City. Enclosed is a sample of the City's standard Consultant Services Agreement.

The City reserves the right to reject any or all proposals and to negotiate modifications of acceptance of parts of a proposal. Other terms and conditions of the contract will be negotiated at the time of the consultant selection and will be subject to approval of the City Attorney.

PROPOSAL AS PUBLIC RECORD

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals/bids submitted in response to this solicitation shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Government Code section 6250 *et seq.*) until after either City and the successful proposer have completed negotiations and entered into an Agreement or City has rejected all proposals or opted not to proceed with the project. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. Furthermore, the City will have no liability to the proposer or other party as a result of any public disclosure of any proposal or the Agreement.

F. Attachments

1. Proposal from the SEP grant process
3. City's Master Consultant Services Agreement

**Granting of this contract may require disclosure
of personal financial interests under the Political Reform Act.**

PROPOSAL

SUBJECT: PROPOSAL TO INSTALL A NETWORK OF MONITORING WELLS AND STREAM GAGES ON THE SALINAS RIVERS AND ITS MAJOR TRIUTARIES WITHIN THE PASO ROBLES GROUNDWATER BASIN

BACKGROUND

The Paso Robles Subbasin is identified by the California Department of Water Resources (DWR) in Bulletin 118 as Subbasin No. 3-004.06 (DWR, 2016). The Subbasin is part of the greater Salinas Valley Basin in the Central Coastal region of California. The Subbasin encompasses an area of approximately 436,240 acres, or 681 square miles and is entirely within San Luis Obispo County. In 2014, the State of California enacted the Sustainable Groundwater Management Act (SGMA). This law requires groundwater basins in California that are designated as medium or high priority be managed sustainably. The Paso Robles Subbasin is currently designated a high priority groundwater basin. Among other requirements, satisfying the requirements of SGMA requires that the Groundwater Sustainability Agencies (GSAs) that overly the basin develop and implement a Groundwater Sustainability Plan (GSP) which provides for the management of the basin to achieve quantifiable objectives.

Four (4) local agencies within the Paso Robles Subbasin, including the County of San Luis Obispo, the Shandon-San Juan Water District, the City of Paso Robles and the San Miguel Community Services District (said agencies are collectively referred to as the “Paso Robles Subbasin GSAs”) decided to become GSAs within their jurisdiction, such that the service areas of the Paso Robles Subbasin GSAs collectively cover the entire Paso Robles Subbasin with regard to the management of the groundwater basin. Consistent with the options identified in Water Code Section 10727, the Paso Basin GSAs entered into a Memorandum of Agreement (“MOA”) regarding preparation of a GSP for the Paso Robles Groundwater Basin for purposes of preparing a single GSP for the Paso Robles Subbasin and establishing the Paso Robles Groundwater Basin Cooperative Committee (“Committee”) to conduct activities related to GSP development and SGMA implementation.

The Paso Basin GSAs, with the assistance of a consultant team, which was led by Montgomery & Associates, have jointly developed the 2019 Groundwater Sustainability Plan for the Salinas Valley – Paso Robles Area (“Paso Robles SubBasin GSP”) in the manner described in the MOA, and in accordance with the requirements of SGMA. The GSA Committee adopted a motion on November 20, 2019 recommending that each of the Paso Robles Subbasin GSAs adopt the Paso Robles Subbasin GSP. All of the GSA’s have voted to approve and adopt the Paso Robles Subbasin

GSP as of December 31, 2019. The final approved Paso Robles Subbasin GSP will be submitted to the DWR prior to January 31, 2020 in accordance with the requirements of SGMA.

As described in the Paso Robles Subbasin GSP, the primary water bearing deposits within the groundwater basin include those bedrock strata which are associated with the Paso Robles Formation. The existing network of groundwater monitoring wells within this formation are deemed nominally adequate to assess the condition of the bedrock aquifer in the near term to evaluate the success of future GSP management actions and project benefits. A significant data gap is the connectivity of the deeper portions of the aquifer in the Subbasin. Notwithstanding, the Paso Robles Subbasin GSA's understand and are committed to investing in the expansion of this bedrock aquifer monitoring network in the future to increase the level of knowledge with regard to the condition and future health of the Subbasin. The extent and continuity of the deeper portions of the aquifer is significant for assessing how pumping or projects in one part of the basin may influence other areas, and for assessing how recharge may benefit various parts of the Subbasin. Furthermore the stream, alluvial aquifer and deeper Paso Formation Aquifer water level, stream flow and water quality data collected from such a monitoring network will supply critical data for future groundwater modeling and for measuring effects of management activities and projects.

In contrary to the GSA's ability to monitor and assess the condition of the Paso Robles Formation bedrock aquifer, the existing network of monitoring wells within the areas where surface water and groundwater interaction are likely to occur is extremely sparse. Ephemeral surface water flows in the Subbasin over the last 40 years make it difficult to assess the interconnectivity of surface water and groundwater and to quantify if any surface water depletion has occurred. There are no available data that establish whether or not the groundwater and surface water are connected through a continuous saturated zone in any aquifer. Although water elevation contour maps of the Paso Robles Formation wells may suggest that a continuous saturated zone between the surface water and the Paso Robles Formation aquifer does not exist.

A significant data gap that was identified in Paso Robles Subbasin GSP was the need to expand the network of monitoring wells and stream gages within the alluvial deposits, which are associated with the major surface water drainage features which drain the Subbasin. The potential for interconnected surface water within the alluvial aquifer will be assessed as data from this expanded network of monitoring wells and stream gages are developed and analyzed. Per the recommendations set forth in the GSP, *"Definitive data delineating any interconnections between surface water and groundwater or a lack of interconnected surface waters is a data gap that will be addressed during implementation of this GSP"*.

A critical component of the current groundwater model is streamflow and streamflow data is very limited. Two existing stream gages exist within the Basin. This project plans to expand that network by coupling stream gages with monitoring wells in each of the major drainages across the Subbasin.

STATEMENT OF BENEFIT TO ECONOMICALLY DISADVANTAGED AND ENVIRONMENTAL JUSTICE COMMUNITIES

The Community of San Miguel is a recognized DAC (Appendix A) just down stream of the City of Paso Robles treatment plant and remains susceptible to any changes in groundwater quality conditions. Similarly the recognized DACs down stream along the Salinas River include the County of Monterey and the string of recognized DACs that lay beside it starting with San Ardo, San Lucas, Greenfield, King City, Soledad, Gonzalez, Chualar and Salinas are dependent upon groundwater recharged by the Salinas River and depend on the River to bring them clean drinkable water.

This project will benefit those Economically Disadvantaged and Environmental Justice Communities by creating the source of critical surface water and groundwater measurements including water quality that will allow GSAs, Cities, County, State and Federal Agencies to better track surface water and groundwater conditions. This information will allow those Agencies to better protect those resources to the benefit of all the beneficial users and uses of groundwater and surface water.

ELIGIBILITY AS AN SEP OR ECA

The SEP described in the subject proposal is related to the Water Boards mission and is consistent with the eligibility requirements set forth in the 2017 SEP Policy Section V(E) which states, “assessment and audit projects may include pollution prevention assessments, environmental quality assessments, compliance audits, or studies and monitoring programs”. In particular, an eligible SEP may include environmental quality assessments and studies if such are investigations of:

1. The condition of the environment at a site or sites not owned or operated by the settling party;
2. The environment impacted by a site or facility regardless if owned or operated by the settling party; or
3. Threats to human health or the environment relating to a site or facility regardless if owned or operated by the settling party.

Impact to the Salinas River and associated groundwater resources downstream of the City of Paso Robles were the nexus for the Water Boards initial actions. This project allows for tracking groundwater quality conditions downstream over time allowing GSP Managers to take actions to continue to safeguard that resource.

This project also allows GSP Managers to track and protect groundwater quality upstream in the key drainages across the Paso Robles Groundwater Basin. The data from this project will become part of the Data Management System (DMS) for the Paso Robles Groundwater Basin under the GSP and will be available to DWR, State Water Board, California Department of Fish and Game and

other interested Agencies in their work to protect the Resource.

The proposed project will provide specific information that pertains to the potential threat to groundwater dependent ecosystems (GDEs) which are hydrologically connected to the Salinas River and Estrella River from both the potential of urban and agricultural pumping of groundwater in proximity to the Salinas and Estrella Rivers. Further, the proposed SEP is a complete, discrete action or set of actions with tangible water-related environmental or public health benefits as demonstrated in our proposal and in this supplement to our proposal. The project will allow groundwater quality analysis at specific elevations of the aquifers over time and in specific areas of the Basin.

ELIGIBILITY AS AN ENHANCED COMPLIANCE ACTION (ECA)

The primary goals to be achieved through implementation of the proposed Supplemental Environmental Project (SEP) are directly related to the identification, characterization and protection of the groundwater dependent ecosystems (GDEs) which are hydrologically connected to the Salinas River, Huer Huero Creek, Estrella River, San Marcos Creek, Shell Creek, San Juan Creek and other smaller surface water drainage features. Groundwater dependent ecosystems (GDEs) are plant and animal communities that require groundwater to meet some or all of their water needs. It is well documented that GDEs can be associated with areas where there is a direct connection between shallow alluvium water bearing formations and deeper bedrock aquifers. The staff from the Paso Robles four (4) GSA's have identified ten (10) potential sites where additional hydrologic, geologic, hydrogeologic data are necessary. It is recommended that a stream gage and monitoring well be installed at each of these sites. The referenced sites have been identified where stream gages coupled with dedicated monitoring wells will supply key data sets. Given the limited amount of SEP funding that is available for this project, the Paso Robles GSA staff propose to install the following:

- Two (2) nested or paired monitoring wells at locations in close proximity to existing USGS stream gage sites. These locations include the site on the Salinas River near the 13th Street Bridge in the City of Paso Robles (Latitude 35.6283621, Longitude -120.639167) and the site on the Estrella River near Airport Road (Latitude 35.7168528, Longitude -120.6403432). These locations are strategically located to afford the Paso Robles GSA staff to leverage the existence of existing USGS stream gages and permit identification, characterization and protection of the groundwater dependent ecosystems (GDEs) which are hydrologically connected to the Salinas River and Estrella River. The Salinas River site will provide particularly valuable information with regard to the interrelationship between the urban pumping by the City of Paso Robles. The Estrella River site will provide particularly valuable information with regard to the interrelationship between the agricultural pumping by the large vineyard operations in the north-central portion of the Paso Robles groundwater basin. The subject locations are designated as Site Nos. 1 and 9 on the attached Project Location Map.

The Paso Robles Subbasin GSA's have developed the following project description, scope of work, budget and schedule to address this significant data gap.

PROJECT DESCRIPTION

Previous investigations in the Paso Robles Subbasin have identified shallow water bearing zones in the recent alluvium water bearing zones with unknown connectivity with the Paso Robles Formation. The alluvial deposits are generally associated with the major surface water drainage features which drain the subbasin. These include the Salinas River, Huer Huero Creek, Estrella River, San Marcos Creek, Shell Creek, San Juan Creek and other smaller surface water drainage features. Groundwater dependent ecosystems (GDEs) are plant and animal communities that require groundwater to meet some or all of their water needs. It is well documented that GDEs can be associated with areas where there is a direct connection between shallow alluvium water bearing formations and deeper bedrock aquifers. The County of San Luis Obispo' existing groundwater monitoring program does not include any nested monitoring wells that are located such that the interaction between the surface stream flows, associated alluvium deposits and the underlying Paso Robles Formation can be assessed. Nested monitoring wells are necessary to assess vertical head and water quality relationships between each of these hydrologic systems. Further, there are only two (2) stream gages that currently exist within the Paso Robles Subbasin.

During the development of the Paso Robles Subbasin GSP, it was established that there are data gaps in assessing the existence of interconnected surface water bodies in the Subbasin. The GSP states "The initial data gap is the lack of wells that monitor the shallow groundwater table adjacent to streams and rivers. Areas of potential shallow groundwater in the Alluvial Aquifer will be targeted as areas where shallow groundwater wells are needed. In these areas of potential shallow groundwater, either existing shallow monitoring wells must be identified, or new monitoring wells must be installed. If the shallow monitoring wells indicate interconnected surface water bodies in the Subbasin, additional analysis will be undertaken to quantify the surface water depletion and potentially relate the quantified surface water depletion rates to shallow groundwater elevations".

In conjunction with the approval of the GSP, the Paso Robles Subbasin GSAs agreed that if the shallow monitoring wells indicate interconnected surface water bodies in the Subbasin, additional data gaps may be identified to address all of the SGMA regulations including the following:

- Establishing flow conditions including surface water discharge, surface water head, and baseflow contribution.
- Establishing the approximate date and location where ephemeral or intermittent flowing streams and rivers cease to flow, if applicable.
- Establishing temporal change in conditions due to variations in stream discharge and regional groundwater extraction.

To address this issue, the Paso Robles Subbasin GSA's have identified ten (10) potential sites where additional hydrologic, geologic, hydrogeologic data are necessary (Figurer 1). It is recommended that a stream gage and monitoring well be installed at each of these sites. The

referenced sites have been identified where stream gages coupled with dedicated monitoring wells will supply key data sets. Monitoring wells will either be nested or paired depending on local conditions and if existing wells are available and suitable. A minimum of three wells are planned for each site. One completed within the alluvial aquifer, one completed a short distance below the base of the alluvial aquifer into the Paso Formation and at least one to be completed deeper into the Paso Robles Formation at elevations similar to production wells in the general vicinity of each individual site. The final configuration of each nested monitoring well will be determined based on the results of the initial exploratory test drilling at each site. Each stream gage would be constructed and installed in accordance with applicable USGS specifications.

Two of the selected sites, the 13th St. Bridge in Paso Robles and the Airport Road crossing of the Estrella River have existing USGS stream gages. The other eight (8) sites will require new steam gage installations. Each site will require specific research of existing well logs and available hydrogeologic investigations to plan for the number and depth of monitoring wells. The location of the proposed monitoring sites are summarized in Table 1 and graphically depicted in the attached exhibit. These sites were chosen to:

- 1) Fill in missing hydrologic, geologic, hydrologic data.
- 2) Provide groundwater elevation data in and water bearing formations areas that have few wells.
- 3) Provide information regarding the presence, characteristics and condition of GDEs.
- 4) Provide information about surface water and groundwater flows into or out of the Subbasin.
- 5) Provide data substantiating the success of proposed recharge projects.

Proposed Monitoring Well & Stream Gauge Locations				
Point ID	Stream	Location	Latitude	Longitude
1	Salinas River	Paso Robles / 13th St Bridge	35.6283621	-120.639167
2	Salinas River	North San Miguel	35.7746645	-120.7066269
3	Huer Huero Creek	Creston / Hwy 41 Bridge	35.5343255	-120.524579
4	Huer Huero Creek	Mid Huer Huero Creek / Linne Rd	35.5961716	-120.5644939
5	Huer Huero Creek	Lower Huer Huero Creek / Buena Vista D	35.6714203	-120.6737819
6	Shell Creek	Shell Creek / Hwy 58 Bridge	35.4582416	-120.3339321
7	San Juan Creek	Shell Creek Rd Xing	35.598834	120.3328714
8	Estrella River	Shandon / W Centre St (Hwy 41) Bridge	35.6631647	-120.3629637
9	Estrella River	Estrella / Airport Rd Xing	35.7168528	-120.6403432
10	Estrella River	Whitley Gardens / Hwy 46 E Bridge	35.6581673	-120.510556

SCOPE OF WORK

The Paso Robles Subbasin GSA’s recognize that the feasibility of installing the proposed network of monitoring wells and stream gages at all of the ten (10) identify sites will require a significant initial capital investment as well as a commitment of resources and funding for annual operation and maintenance of the sites, the Paso Robles Subbasin GSA’s intend to implement the proposed

monitoring network over a period of time. Under the terms of this proposal, the GSA's anticipate that one (1) well site and one (1) to three (3) stream gage sites can be completed. Additional sites will be installed in the future as funding becomes available. For the purposes of this proposal, the following scope of work is proposed.

Task 1 Initial Data Acquisition

Review of all available documentation relevant to property ownership; mapping / aerial imagery; geology/hydrology reports / studies; well data; available water quality data and other information as may exist from which to develop an accurate understanding of the relevant conditions and constraints for each of the ten (10) identified sites.

Task 2 Site Reconnaissance

Perform onsite visual inspections of each of the ten (10) identified sites as necessary to become familiar with the surroundings and photo document the critical features. The initial site inspections will allow the project team to develop an understanding of the physical site characteristics, terrain, access, obstructions, availability of utilities (electric and communications) and other conditions that will be important in the final site selection phase. Visiting the site gives the team an opportunity to identify additional problems and concerns that may not be apparent from a site map or archival data.

Task 3 Selection of Initial Sites for Monitoring Well & Stream Gage Installation

Based on the results of the initial tasks, the ten (10) sites will, with the assistance of a professional hydrogeologist with local expertise and consultation with the Nature Conservancy and the California Department of Fish and Game, be prioritized. Based on accessibility issues and the availability of funds, the highest priority sites will be selected for monitoring well and stream gage installation. A preliminary site plan for each of the selected sites will be developed which will include the proposed siting of the monitoring wells, stream gage, site access, utility services, site improvements, security fencing, and other site improvements that may be appropriate. Currently the well/stream gage site prioritization follows the numbering system on the map in Figure 1.

Task 4 Acquisition of Property Access Rights

Determine the property ownership for each of the selected sites. The majority of the ten (10) sites are located on public property that is either owned by the County of San Luis Obispo, City of San Luis Obispo, or the State of California. It is anticipated that permanent access and encroachment of these sites can be acquired through a permanent easement or right of way encroachment permit. Currently there are two (2) sites on the list that are located on private property. Monitoring site installation on private property will require cooperators who are either willing to dedicate a permanent easement or to sell a suitable portion of their property.

Task 5 Final Site Design

Final design of each site will require that a topographic and property boundary survey be performed. Subsequently, a final design and construction documentation package will be

prepared for each of the selected sites which will include the location and details of the monitoring wells, stream gage, site access, utility services, site improvements, security fencing, and other site improvements that may be appropriate. The final design package will be of sufficient detail to allow for any required permitting and for the solicitation of competitive bids for construction of the complete monitoring site.

Installation of stream gages are minimally disruptive. The construction foot print to install a monitoring well is relatively small and if carefully located will also be minimally disruptive. On a case by case basis the GSA team will acquire all the necessary permitting. If possible the controlling Agencies may be able to declare a Negative Declaration of Environmental Impact. Failing that the GSAs will follow the California Environmental Quality Act (CEQA) process before proceeding. This may extend projected dates for completion in the included project schedule.

Task 6 Site Construction and Installation

Pending approval of the construction documents and issuance of all required permits, a solicitation for bids will be issued for the construction and installation of the monitoring well and stream gages, including all related site improvements. The scope of work to be performed under the terms of his proposal shall be complete as such time that the selected monitoring sites are installed, tested, operational and accepted by the Paso Robles Subbasin GSA’s.

PROJECT BUDGET AND IMPLEMENTATION SCHEDULE

A summary of the relevant project milestones, costs and projected completion dates are presented below:

PROJECT MILESTONE	ESTIMATED COST	IMPLEMENTATION SCHEDULE
Initial Data Acquisition	\$2,200	31-Mar-20
Site Reconnaissance	\$2,500	31-Mar-20
Acquisition of Property Access Rights	\$4,500	31-May-20
CEQA Processing / Compliance	\$5,600	31-Jul-20
Final Site Design	\$15,000	31-Jul-20
Stream gage materials	\$4,200	31-Jul-20
Stream Gage - Creek Land Appendix E	\$12,000	31-Sept-2020
Site Construction & Monitoring Well Installation* (App. B typical plan, C Std. & D cost)	\$204,000	31-Dec-2020

The project proponent understands that that failure to complete the proposed project/ECA to the satisfaction of the Water Board on the specified date could result in the Board deciding to not pay the full amount of the project.

Monitoring Well Installation

Final decisions on drilling will be made by the Contract Hydrogeologist in consultation with the well

drilling contractor. If suitable potable water is not available at the site it will be delivered and stored in a tank on site.

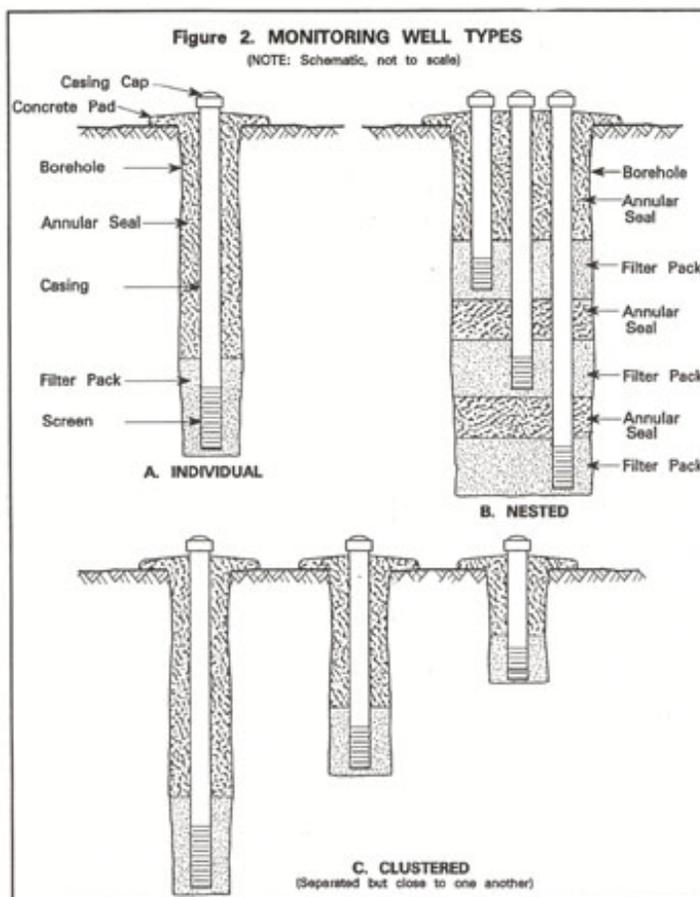
A pilot bore hole to the final depth will be drilled. Records to be kept will include a descriptive log of formation materials with depths where change occurs, penetration rate for each drill section, size and type of drill bits used, a mud condition log and samples of each formation will be collected in labeled containers and from at least every 10 feet.

Test hole geophysical logs (SP, long and short normal, single point, gamma ray, sonic) will be created and analyzed before decisions on elevation zones of perforated pipe are finalized.

The two nested wells will be developed by air lifting. Discharge water will be collected and safely disposed of on site or taken to a suitable site.

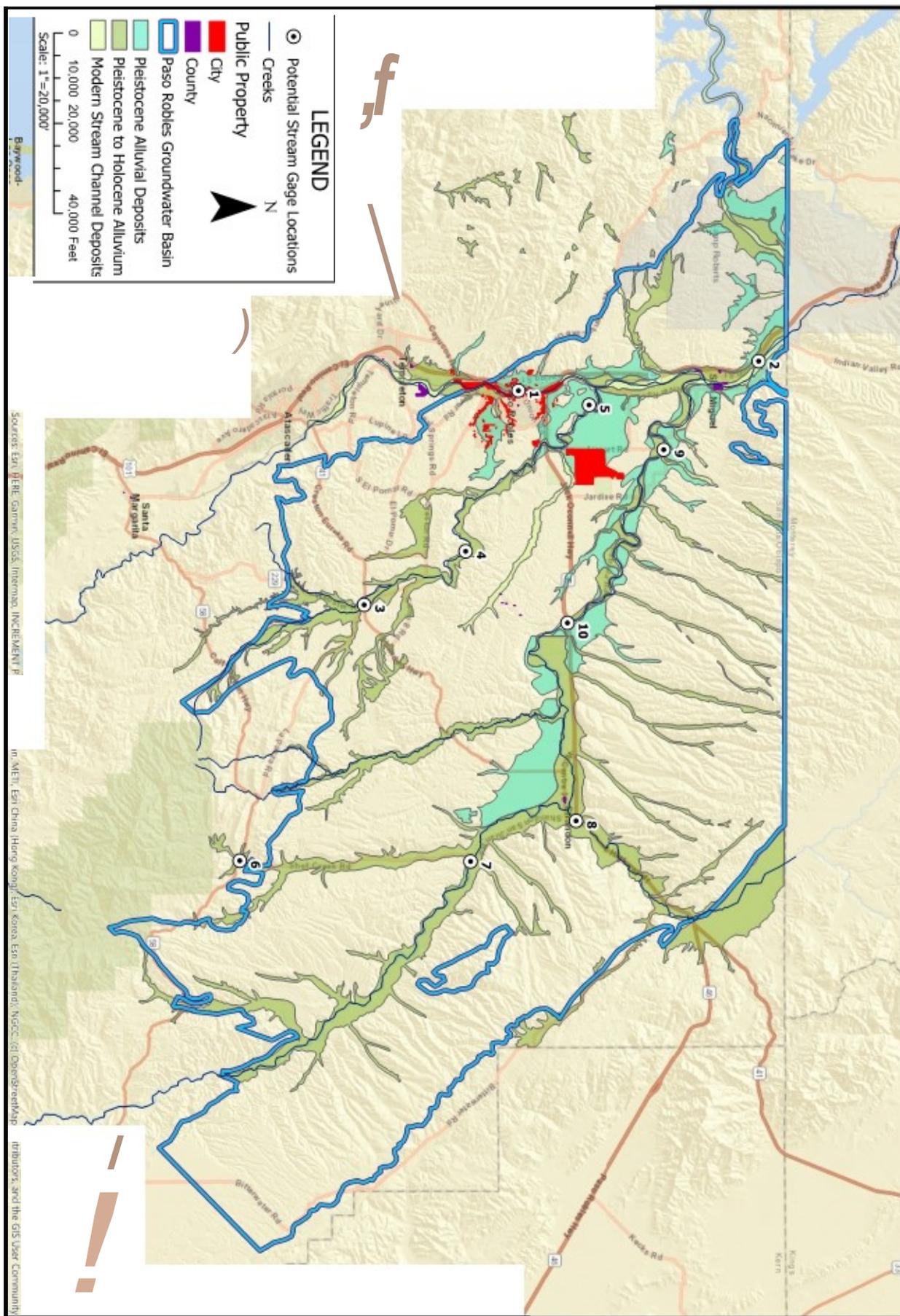
The site will be clearly marked and the test hole covered to prevent access when contractor is not present. Traffic control will be provided if required by the encroachment permit.

Depending upon site specific requirements a typical wellhead, Figure 2 (see Appendix 2) shall consist of the nested 2.5" PVC Schedule 80 wells with locking plugs set below grade in a 12" diameter traffic-rated water-tight well box in the center of a minimum 36" by 4" thick cement concrete pad. The conductor to be cut to the same grade as the pvc well heads. The pad surface shall have a gentle slope to drain water. The lid of the well box should be labeled "Monitoring Well".



Stream Gage Installation

The material for the stream gage includes a series of 2" galvanized pipe, a transducer, wiring, data collector, cell phone transponder with card enclosed in an all weather locked instrument box with a power source with back up. Creek Lands Conservation, a local environmental research and service company has local experience installing stream gages and will assist in siting and installation. Appendix E. They will also assist in related long term elements of the project that are beyond the scope of this SEP/ECA Project. USGS has a new Stream Gage Program that may also be able to supply assistance.



Paso Robles Groundwater Basin - Proposed Monitoring Sites

2019.09.006 - Paso Robles GSP Data Gap Assessment

San Luis Obispo County

Figure1

MONSOON CONSULTANTS

(M)H.E.:N)H)H)H)C)R)O)G)V
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**CITY OF EL PASO DE ROBLES
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, 2020 by and between the City of El Paso de Robles, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1000 Spring Street, Paso Robles, CA 93446 (“City”), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Supplemental Environmental Project (SEP) Services (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.” If there is no Exhibit “B” to this RFP proposers shall include their Schedule of Charges with their proposed Scope of Work.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the negotiated sum following selection of the consultant and agreement on scope and fees. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed, or as soon as possible thereafter. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder no later than March 1, 2021. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage

(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent

jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens,

including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Luis Obispo, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446
Attn: Dick McKinley

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT
PERSON***]

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence

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

28. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EL PASO DE ROBLES
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF EL PASO DE ROBLES

[INSERT NAME OF CONSULTANT]

By: _____
Thomas Frutchey
City Manager

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
Melissa Martin
Deputy, City Clerk

CITY ATTORNEY APPROVAL:

By: _____
City Attorney

REVIEWED:

By: _____
City Project Manager

EXHIBIT A

Scope of Services

1. Consultant will work with City and other GSA staff to review the potential sites and evaluate the sites to determine the best site(s) to complete the project.
2. Consultant will prepare a one-page summary of the hydrogeologic benefits of the site(s) selected that will be used to advise the granting agency.
3. Consultant will prepare specifications for the stream gauge and monitoring wells, or preferably identify already existing specifications that are suitable for this project.
4. Consultant will prepare sufficient plans and documentation to be used in the bidding/purchasing process.
5. Consultant will work with the local agency (City of Paso Robles) to review the bids.
6. Consultant will oversee the work of the successful bidder in installing the stream gauge(s) and monitoring well(s).
7. Consultant will prepare a one-page or other simple report on the workings and benefits of the installations and the data the installations will provide to the local agencies and the granting agencies in the future.