

## **Hydrogeologic Consultant Procurement Palisades (LA14) and LOVR (LA16) Well Modifications 7/25/2024**

On behalf of the Los Osos Community Services District (District) and the Los Osos Basin Management Committee (BMC), please find the following solicitation for providing hydrogeologic and construction monitoring services for the modification of two abandoned production wells to become dedicated Lower Aquifer (Zone E) monitoring wells for the Los Osos Groundwater Basin (Basin). The LOCSO will be the lead contracting agency for this work and the BMC and its other member parties (i.e. Golden State Water Company, County of San Luis Obispo, S&T Mutual Water Company) will be contributing funding for the project.

The project is anticipated to include clean-out and video survey of the existing wells, installing a 2.5" liner and associated seals, fill and filter pack, and construction of wellhead improvements at LA14 and LA 16. Additional detail regarding the proposed well modifications can be found in the Recommendations for Well Modification and New Monitoring Well for the Los Osos BMC Groundwater Monitoring Program Technical Memorandum, included as Attachment A.

On-site observations during well modification construction will be performed by a licensed Professional Geologist or staff geologist working under the direct supervision of a Professional Geologist. A licensed Certified Hydrogeologist will manage the project and provide the final well design. The tasks to be performed include the following:

- Review area hydrogeology.
- Prepare written technical specifications, including a preliminary well design diagram, for the well modification construction.
- Prepare a drilling contractor bid sheet and a cost estimate for drilling services.
- Assist with contractor bidding and selection process (e.g., attend on-site pre-bid meeting, respond to contractor questions, review bids).
- Coordinate pre-construction meeting.
- Coordinate activities related to encroachment permit.
- Review well construction materials for conformity with technical specifications.
- Provide final well designs.
- Observe well screen, filter pack, and annular seal installations.
- Review well development records.
- Coordinate final inspection.
- Prepare well construction report including description of on-site activities, construction materials documentation, location map, as-built diagram, and Well Completion Report.

If interested in this project, please provide me (Dan Heimel, BMC Executive Director) with a proposal, limited to 4 pages, outlining your team's qualifications, approach and fee estimate for the LA 14 and LA 16 Well Modifications by August 8th, 2024 at 5pm.

Consultant shall review the Agreement for Services included as Attachment B, and list any exceptions desired for consideration during negotiation of services and fees for the Project. The District will consider all requests; however, reserves the right to reject any or all of Consultant's contract exceptions.

Please contact Ron Munds (cc'd), District General Manager, and/or Dan Heimel, BMC Executive Director, if you have questions or for additional information on this solicitation.

Thank you for your consideration of this important project for the Los Osos Basin.



**Ron Munds**  
**General Manager**

Los Osos Community Services District  
rmunds@losososcsd.org  
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(805) 459-8498

## **Attachment A**

Recommendations for Well Modifications and New Monitoring Well Locations  
for the Los Osos BMC Groundwater Monitoring Program Draft Technical  
Memorandum

Cleath-Harris Geologists, Inc.  
75 Zaca Lane, Suite 110  
San Luis Obispo, CA 93401  
(805) 543-1413



## Technical Memorandum

**Date:** July 22, 2022

**From:** Spencer Harris, HG 633

**To:** Dan Heimel, PE, Executive Director  
Los Osos Basin Management Committee

**SUBJECT: Recommendations for Well Modifications and New Monitoring Well Locations for the Los Osos BMC Groundwater Monitoring Program.**

This memorandum presents recommendations for modifying three existing monitoring wells and for adding monitoring well locations to the Los Osos Basin Plan (LOBP) monitoring network. The purpose of the modifications and new wells is to fill data gaps with respect to seawater intrusion monitoring in the Basin. These recommendations were developed as part of the adaptive management process.

### Background

Seawater intrusion is a significant threat to the community water supply for Los Osos. Lower Aquifer Zone E is the deepest aquifer in the Basin and is the most susceptible to intrusion. The existing LOBP monitoring program includes 93 wells, however, only a few of these wells (such as LA12, LA18, and LA40) are dedicated Lower Aquifer Zone E monitoring wells that provide water quality information for tracking seawater intrusion<sup>1</sup>. Additional monitoring locations in Zone E are needed.

Four existing monitoring network wells (LA13, LA14, LA16, and LA17) were previously identified as wells that could potentially be modified to provide Zone E water quality monitoring locations in the western portion of the Basin<sup>2</sup>. These four wells were inspected in November 2021 and are the subject of this memorandum. In addition, new locations for Lower Aquifer Zone D and Zone E nested monitoring wells are recommended herein.

### Existing Well Modifications

The locations of the wells evaluated for modification are shown in Figure 1 (attached). Currently, these wells have relatively large diameter casings (6-inch to 12-inch) which require large purge volumes to obtain representative samples. They are also mixed zone completions (D and E screened together) which preclude screening exclusively for Zone E, and the wells may also be

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<sup>1</sup> Aquifer zone and Basin area designations for monitoring network wells may be found in Appendix B of the 2021 Annual Report.

<sup>2</sup> Figure D6 of Appendix D in the 2019 Annual Report.



affected by borehole leakage. The proposed modifications consist of setting casing liners, along with deep seals, that are intended to isolate specific permeable sediment intervals within Zone E while also mitigating borehole leakage and reducing the required purge volumes prior to sampling by an order of magnitude. Table 1 summarizes the individual modifications.

**Table 1. Proposed Well Modifications**

Well ID	Location	Elevation	Current screen depth	Current depth of fill	Modified screen depth
		(feet)			
LA13	Ferrell Avenue	104	425-620	537	510-530
LA14	Palisades	80	355-375, 430-480, 550-600	554*	550-590
LA16	Los Osos Valley Rd.	109	330-355, 395-415, 465-505, 530-575	511	470-500
LA17	Broderson	210	collapsed during construction	331	not feasible

\*requires clean-out prior to modification

Well LA13 is owned by the Los Osos CSD, while the remaining wells are owned by San Luis Obispo County. Conceptually, the modifications consist of placing a small diameter (2.5-inch Schedule 80 PVC) casing liner into the existing wells that would be screened opposite permeable sediments in Zone E. A high solids bentonite slurry would be used to seal the new liner, and would extend across shallower screened intervals in the existing casing that could provide some penetration into the original annular space and potentially mitigate any existing borehole leakage. The modified wells would target specific depth intervals in Zone E and would greatly reduce the purge volumes required to collect representative samples (from a few thousand gallons to a few hundred).

Well LA17, which had collapsed during construction in 1985, was determined to be filled in at least 100 feet above the reported collapse depth, and no modification is considered feasible. Details of the recommended modifications for LA13, LA14, and LA16 are included in Appendix A. Geologic cross-sections showing the locations and depths of the modifications with respect to the inferred location of seawater intrusion, are shown in the attached Figures 2 through 6. Estimated Contractor costs for each of the modifications are included in Appendix B.

The recommended priority for well modification work would be to perform modifications at LA16 first, followed by LA14, and lastly LA13 (proceeding from west to east). LA16, which is also a Water Level metric well, is the farthest west and the modification would help characterize the lateral (southerly) extent of Zone E intrusion that reached LA15 in 2013 (Figure 2). LA16 was sampled in 2005 but borehole leakage (Upper Aquifer influence) currently prevents obtaining a representative sample.



**New Monitoring Well Locations**

Up to four locations for new monitoring wells are proposed in the Basin. The wells would be nested designs, similar to the LA40/41 well pair, with one casing in Zone E and one in Zone D. Two of the wells are located on County land (Site A and Site B), one well (Site C) is tentatively located on private property (subject to property owner consent), and the fourth well (Site D) is tentatively on San Luis Coastal Unified School District property (subject to school district consent). Table 2 presents the depth and proposed screened intervals of the new monitoring wells.

**Table 2. Proposed New Monitoring Wells**

Site ID	Location	Elevation	Borehole Depth	Zone D Screen	Zone E Screen
		(feet)			
Site A	Skyline	50	500	300-340	440-490
Site B	Broderson	220	800	370-410	700-780
Site C	Ramona	50	500	330-370	450-490
Site D	Sunnyside	150	800	390-440	700-780

The locations of the proposed new monitoring wells are shown in Figure 1, and the depths and monitored intervals within Zones D and E are shown with respect to the inferred seawater intrusion front in Figures 2 through 6. A brief summary of each well is provided below in the recommended order of construction (from highest to lowest priority):

Site A – Skyline

Site A is located in County right-of-way of Skyline Avenue (paved) at Broderson Avenue (unimproved). This well is recommended to replace key Chloride Metric well LA10, which is affected by borehole leakage and Upper Aquifer influence.

Site B - Broderson

Site B is located on County property at the Broderson recycled water disposal site, and will replace LA17, which was damaged during construction in 1985. A Lower Aquifer monitoring well at the Broderson site is recommended to evaluate the transmission of pressure from the Upper Aquifer groundwater mound into the Lower Aquifer.



## Site C – Ramona Avenue

The Ramona Avenue site provides a second Lower Aquifer monitoring control point in the Baywood Park area (supplementing LA11). Site C would track potential Zone E intrusion moving inland of LA40, and help monitor conditions surrounding supply well LA12.

## Site D – Sunnyside

The Sunnyside well is tentatively located at Sunnyside School and, along with Site B, would monitor some of the deepest portions of Zone E. Site D would fill a gap in monitoring the Lower Aquifer southwest of downtown Los Osos.

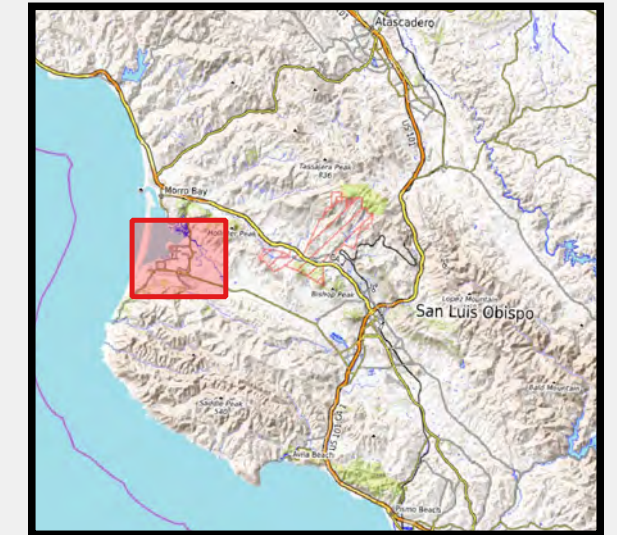
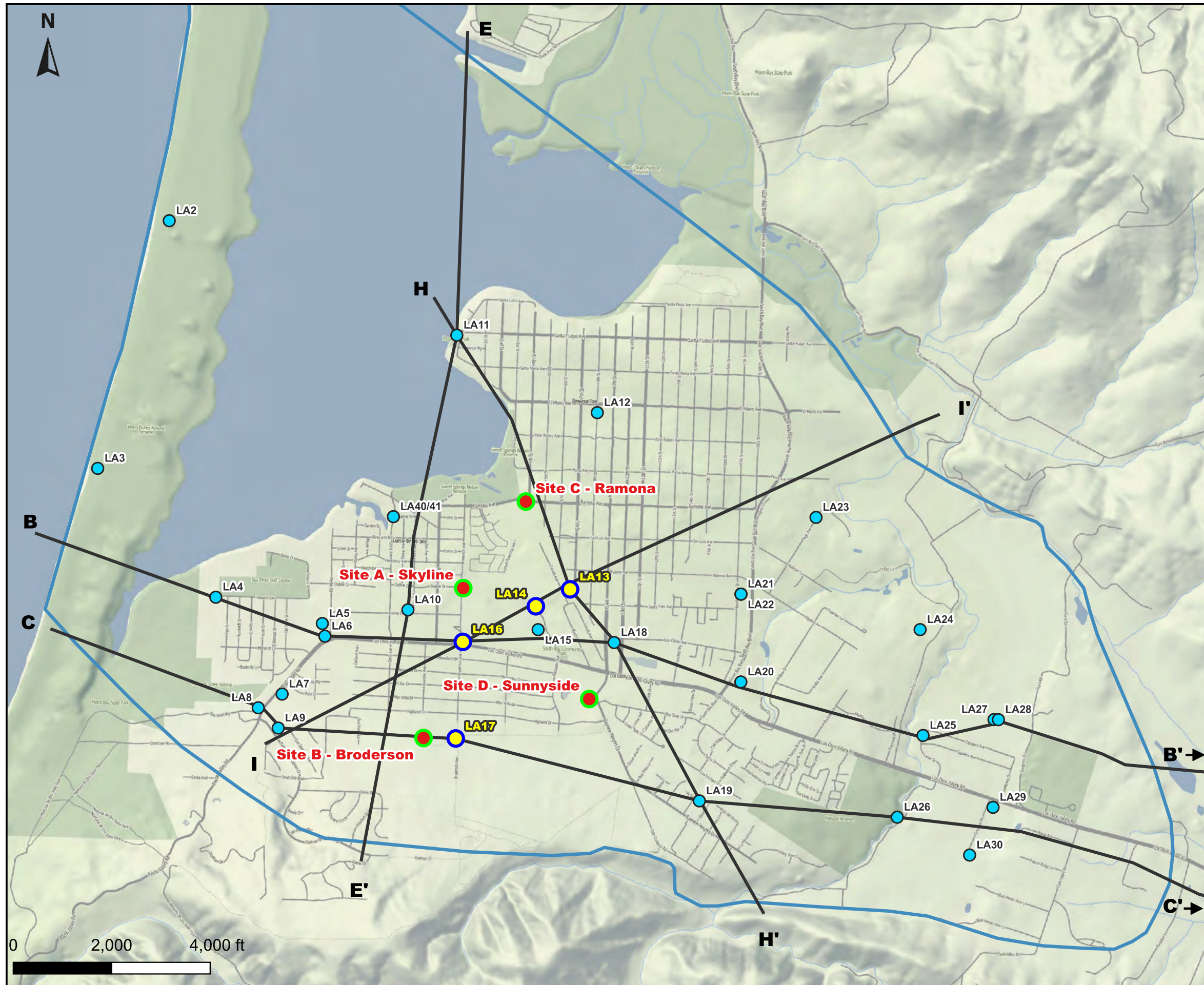
Site A is assigned the highest priority, being the replacement for Chloride Metric well LA10. A nested monitoring well at Site A would differentiate Zone D intrusion from Zone E intrusion, which LA10 is not able to do (Figure 4). The anticipated design would be similar to the Lupine Street monitoring well (LA40/41), which was constructed in 2019 at a contractor cost of \$90,000, with bids ranging from \$90,000 to \$126,500. Current estimated costs for a well at Site A would be between \$140,000 and \$160,000.

DRAFT



**FIGURES**





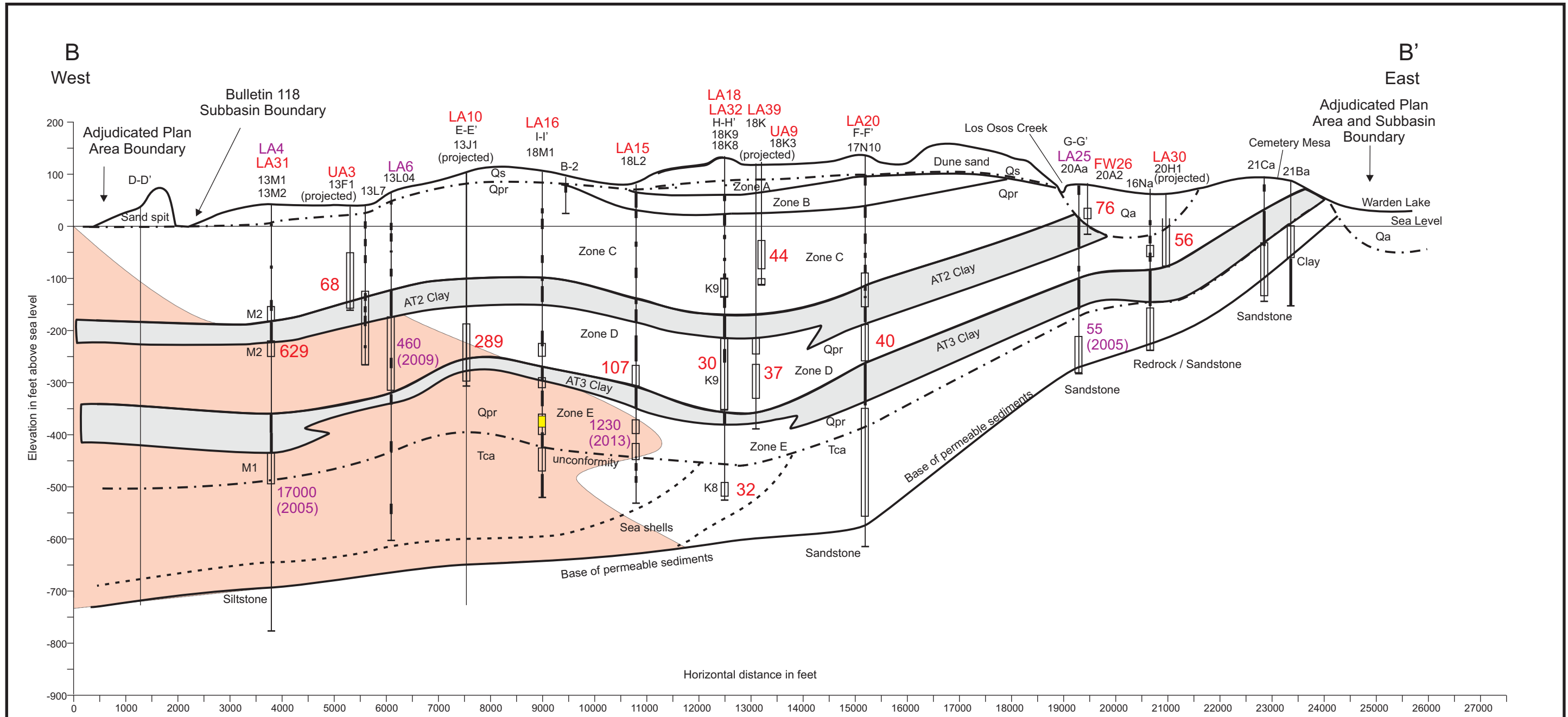
### Explanation

- Basin Boundary
- Cross-section line
- Existing Lower Aquifer Well
- Existing Lower Aquifer Well Evaluated for Modification
- New Proposed Monitoring Well

Figure 1  
Well Locations

Well Modification TM  
Los Osos BMC

Cleath-Harris Geologists



Aquifer Zones:  
 Zone A - Perched Aquifer  
 Zone B - Transitional Aquifer  
 Zone C - Upper Aquifer  
 Zone D - Lower Aquifer (shallow)  
 Zone E - Lower Aquifer (deep)

Well data point  
 18M1 Well ID  
 ← Clay layer  
 ← Well screen  
 Clay layers not shown at projected wells

Formation:  
 Qa - alluvium  
 Qs - dune sand  
 Qpr - Paso Robles Formation  
 Tca - Careaga Formation

Cross-section alignment shown in Figure 1

LA31 - LOBP Monitoring Network ID

310 - Chloride concentration in mg/L (Fall 2021)

Estimated extent of seawater intrusion (Fall 2021)

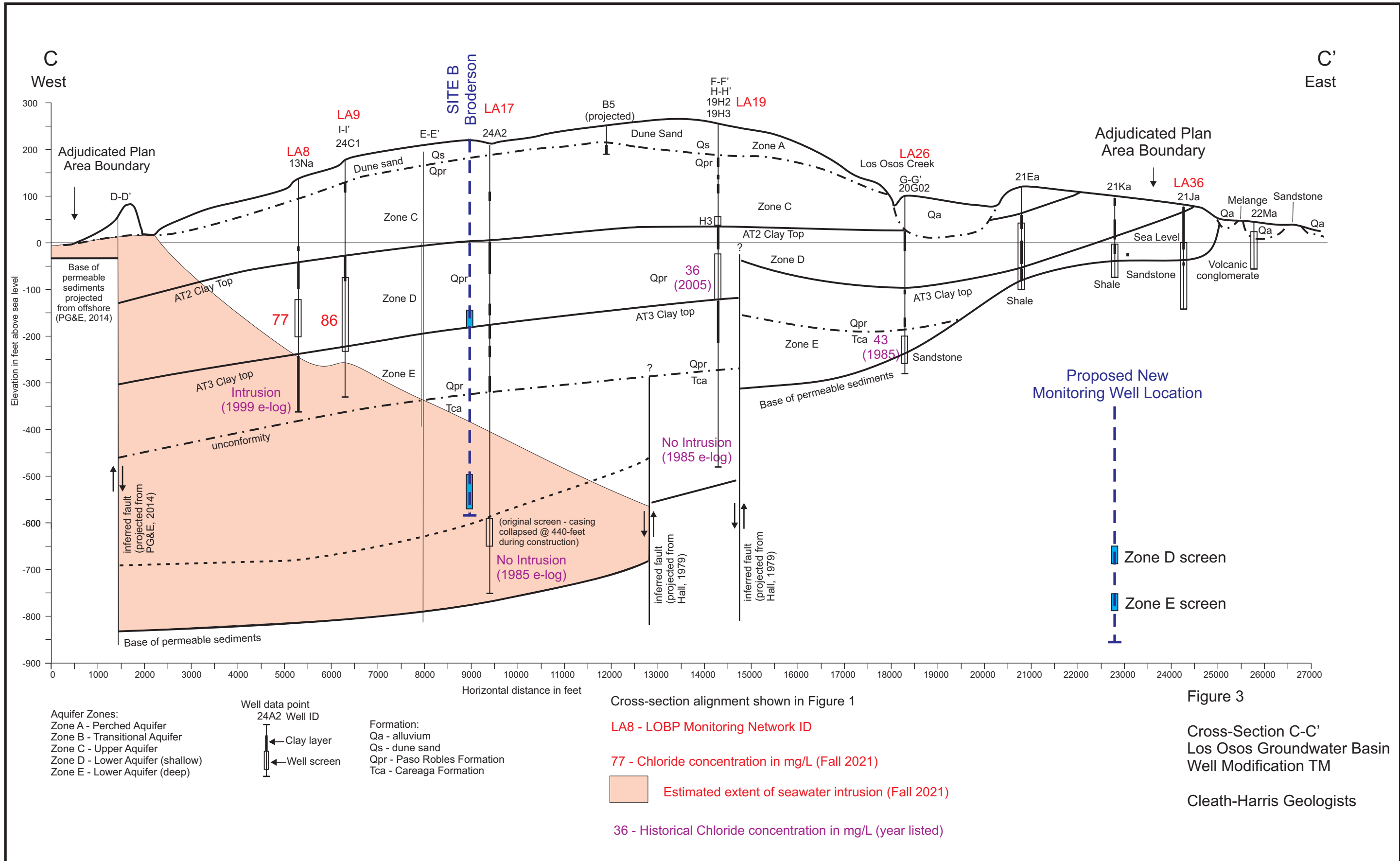
460 - Historical Chloride concentration in mg/L (year listed)

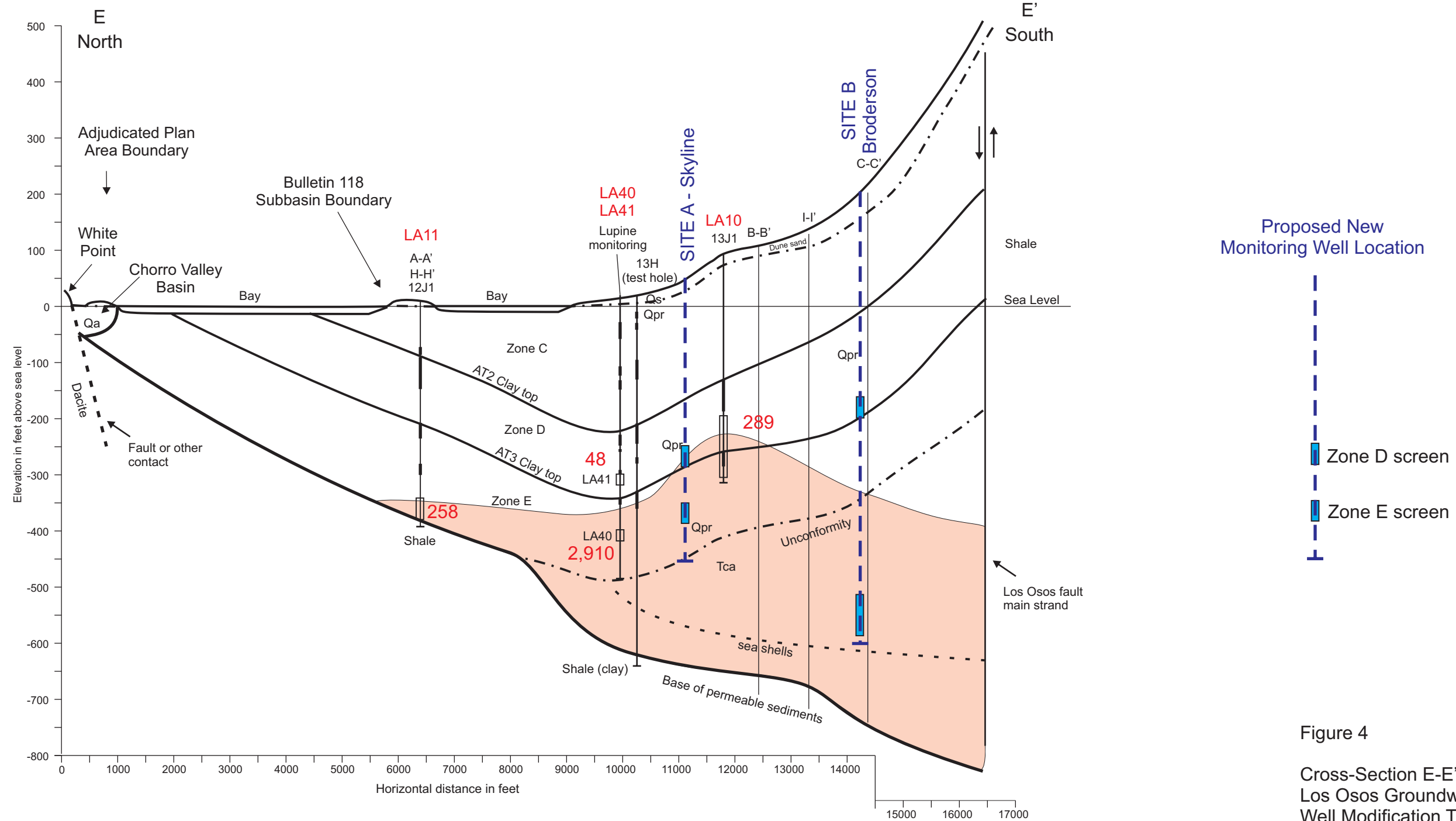
Proposed well modification to isolate screened interval at LA16 highlighted in yellow

Figure 2

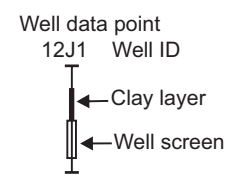
Seawater Intrusion Front  
 Cross-Section B-B'  
 Los Osos Groundwater Basin  
 Well Modification TM

Cleath-Harris Geologists





Aquifer Zones:  
 Zone A - Perched Aquifer  
 Zone B - Transitional Aquifer  
 Zone C - Upper Aquifer  
 Zone D - Lower Aquifer (shallow)  
 Zone E - Lower Aquifer (deep)



Formation:  
 Qa - alluvium  
 Qs - dune sand  
 Qpr - Paso Robles Formation  
 Tca - Careaga Formation

Cross-section alignment shown in Figure 1

LA11 - LOBP Monitoring Network ID

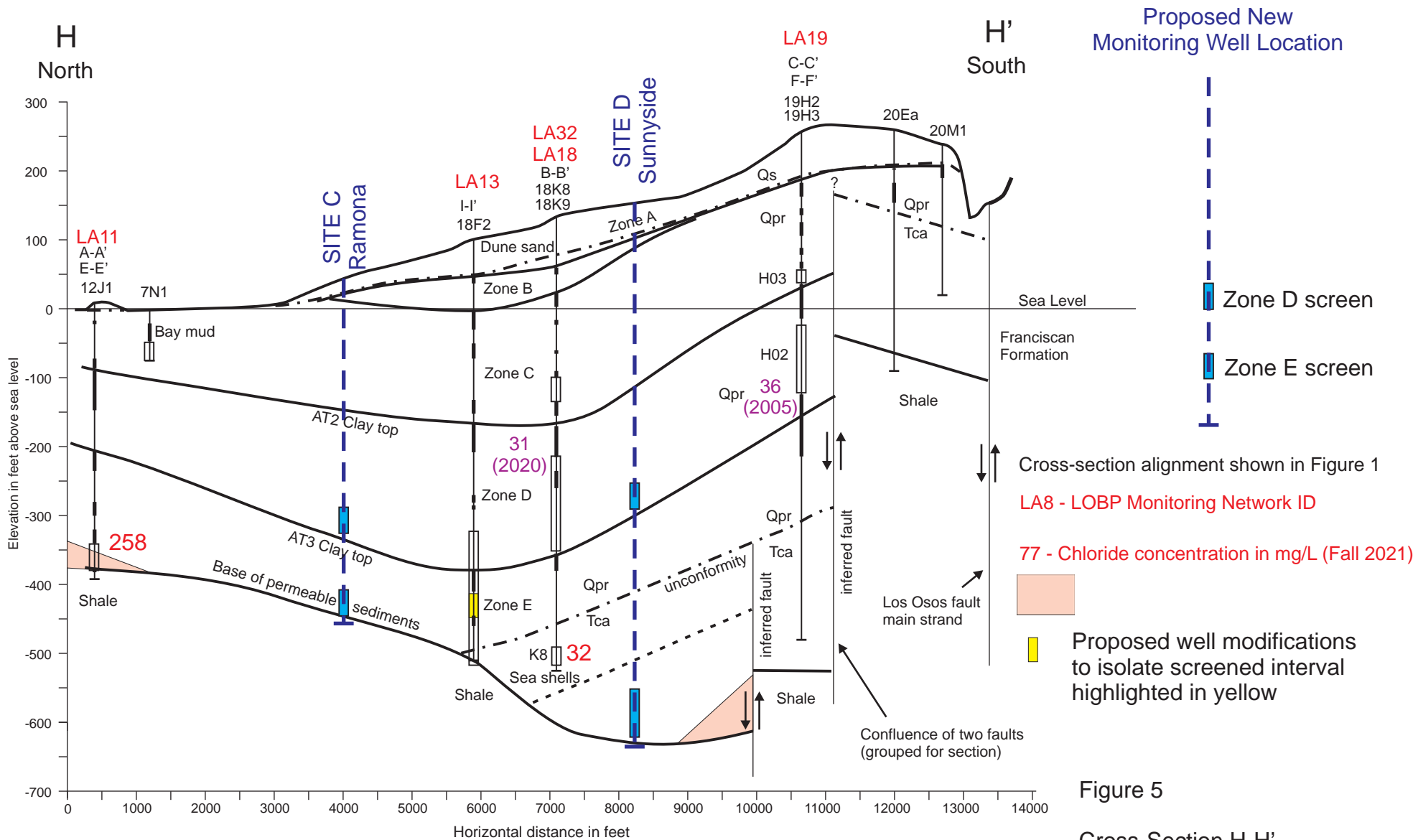
258 - Chloride concentration in mg/L (Fall 2021)

Estimated extent of seawater intrusion (Fall 2021)

Figure 4

Cross-Section E-E'  
 Los Osos Groundwater Basin  
 Well Modification TM

Cleath-Harris Geologists



**Aquifer Zones:**  
 Zone A - Perched Aquifer  
 Zone B - Transitional Aquifer  
 Zone C - Upper Aquifer  
 Zone D - Lower Aquifer (shallow)  
 Zone E - Lower Aquifer (deep)

**Well data point**  
 18F2 Well ID

← Clay layer  
 ← Well screen

**Formation:**  
 Qa - alluvium  
 Qs - dune sand  
 Qpr - Paso Robles Formation  
 Tca - Careaga Formation

**Figure 5**  
**Cross-Section H-H'**  
**Los Osos Groundwater Basin**  
**Well Modification TM**

**Cleath-Harris Geologists**

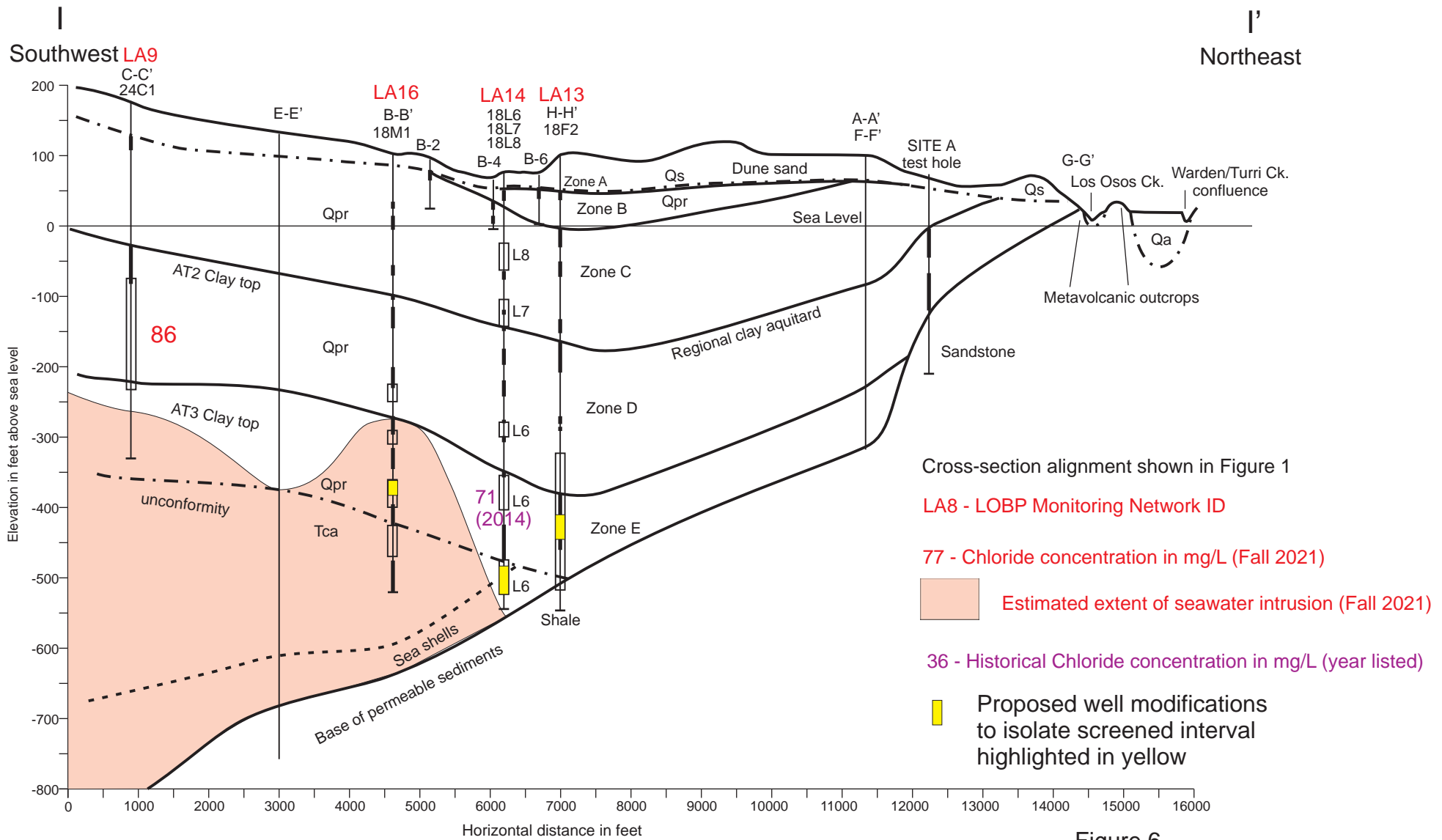


Figure 6

Cross-Section I-I'  
 Los Osos Groundwater Basin  
 Well Modification TM

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## **APPENDIX A**

### **Recommended Well Modification Details**

## **Preliminary Well Modification Design – LA13 (30S/11E-18F2)**

Site: Los Osos CSD Yard between Ferrell Avenue and 7<sup>th</sup> Street, Los Osos, California

GPS Coordinates: 35.3159, -120.8358

Well Owner: Los Osos Community Services District

Well Depth: 625 feet (currently sanded in at 536 feet)

Well Diameter: 12-inch steel with 8-inch steel liner beginning at 420 feet

### **SCOPE OF WORK**

- 1) Submit well modification permit
- 2) Run camera to inspect existing construction.
- 3) Perform planned well modification as described below.

### **PLANNED MODIFICATION:**

Liner Completion: 2.5-inch diameter, Sch 80 PVC casing (0.020-inch perforations 510-530 feet depth)

Annular Space inside existing well (from surface)

Seal #1: Cement top seal (0-3 feet depth)

Inert fill: Clean sand up to ¼ inch (3-400 feet depth)

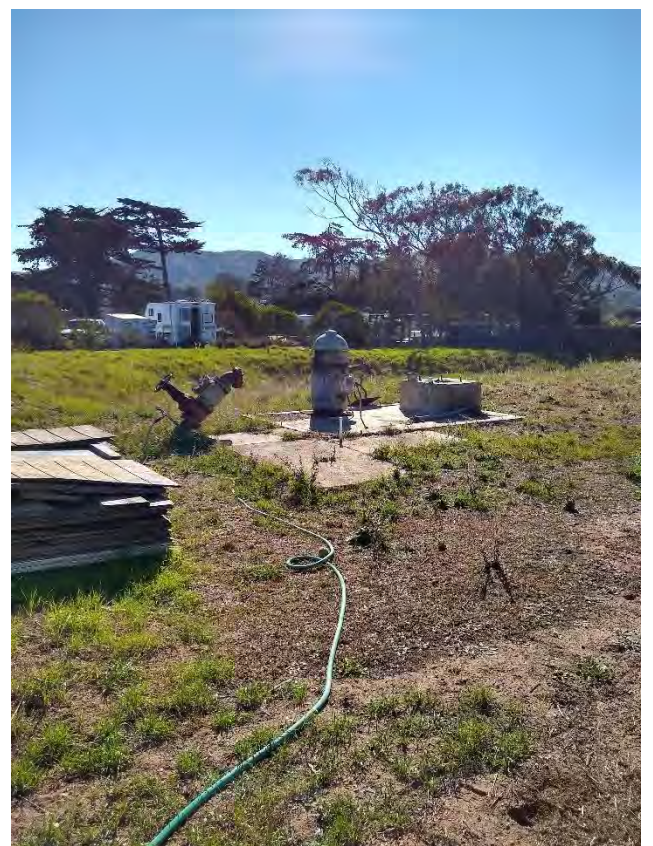
Seal #2: High solids bentonite slurry (400-490 feet depth)

Seal #3: Bentonite chips 490-500 feet depth

Filter pack: 8 x 20 sand (500-532 feet depth)

Seal #4: Bentonite chips 532-537 feet depth





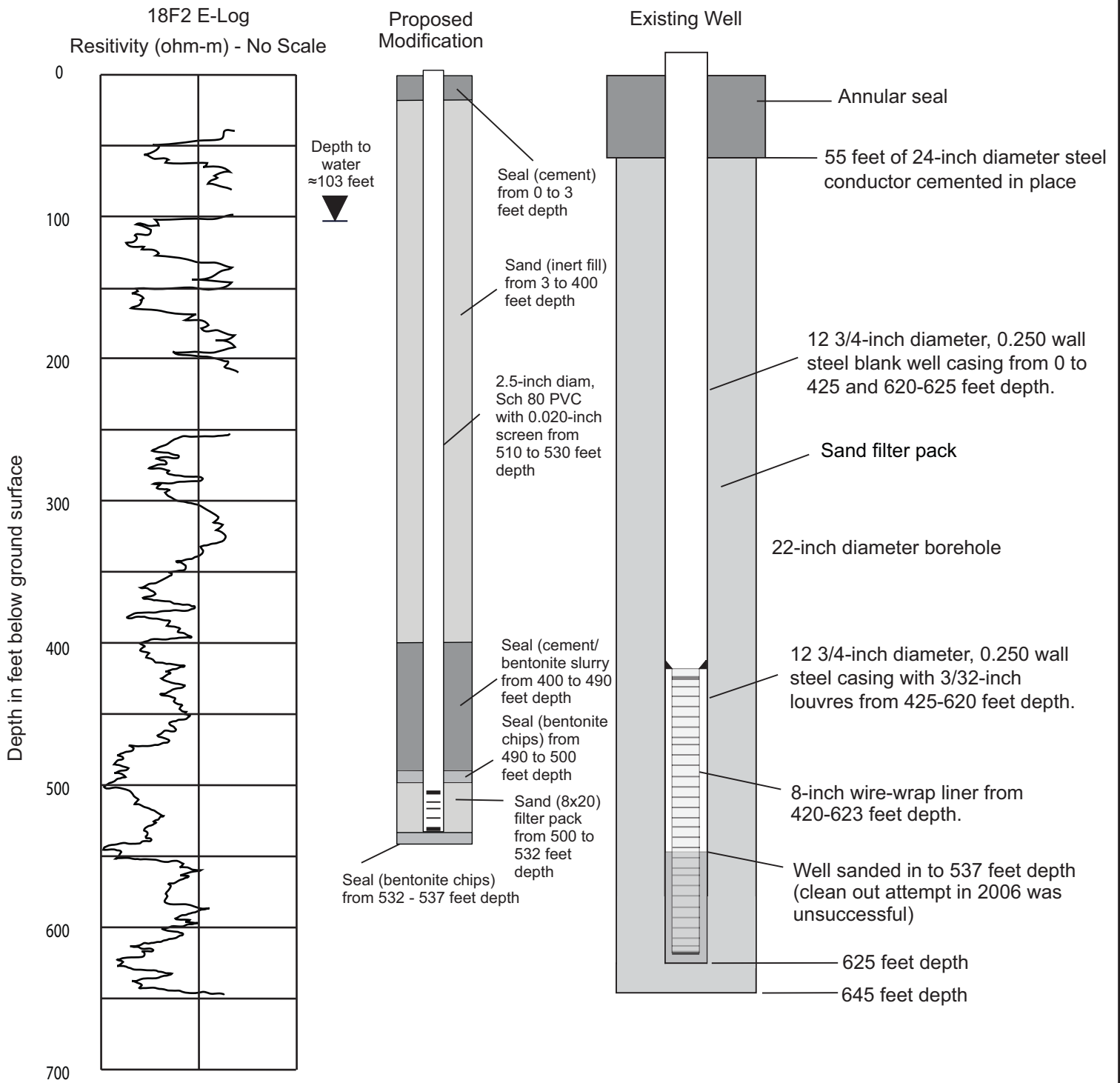


Figure 1  
Well 18F2 (LA13)  
Well Modification

305/11E-18F2

THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
WATER WELL DRILLERS REPORT

No. 77270  
State Well No. 305/11E-18F  
Other Well No. #2 Ferrel

DUPLICATE  
Retain this copy

(1) OWNER: Ferrel #2 well  
Name SIO County Service Area 9A, Baywood Park  
Address San Luis Obispo, Ca. 93401

(2) LOCATION OF WELL:  
County SIO Owner's number, if any  
Township, Range, and Section  
Distance from cities, roads, railroads, etc.

(3) TYPE OF WORK (check):  
New Well  Deepening  Reconditioning  Destroying   
If destruction, describe material and procedure in Item 11.

(4) PROPOSED USE (check):  
Domestic  Industrial  Municipal  Irrigation  Test Well  Other   
(5) EQUIPMENT:  
Rotary Mud  Cable  Other

(6) CASING INSTALLED:

STEEL <input checked="" type="checkbox"/> OTHER:				If gravel packed		
From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	From ft.	To ft.
0	625	12 3/4"	.250	22"	0	625

Size of shoe or well casing welded bottom  
Describe joint welded  
Size of gravel according to specs.

(7) PERFORATIONS OR SCREEN:  
Type of perforation or name of screen LOWERS

From ft.	To ft.	Perf. per row	Rows per ft.	Size in. x in.
0	425	blank		
425	620	10	120	3/32
620	625	blank		

(8) CONSTRUCTION:  
Was a surface sanitary seal provided? Yes  No  To what depth 55 ft.  
Were any strata sealed against pollution? Yes  No  If yes, note depth of strata

Method of sealing 2 1/2" well conductor cemented in a 32" hole

(9) WATER LEVELS:  
Depth at which water was first found, if known 420 ft.  
Standing level before perforating, if known 48 ft.  
Standing level after perforating and developing 60 ft.

(10) WELL TESTS:  
Was pump test made? Yes  No  If yes, by whom McGoy Pump Co.  
g.p.m. with ft. drawdown after hrs.  
Temperature of water Was a chemical analysis made? Yes  No   
Was electric log made of well? Yes  No  If yes, attach copy

(11) WELL LOG:

Total depth	ft.	Depth of completed well	ft.
645		625	
Formation: Describe by color, character, size of material, and structure			
	ft.	ft.	ft.
0 - 45	sand		
45 - 65	brown clay		
65 - 70	gravel & sand		
70 - 80	brown clay		
80 - 105	brown clay & gravel		
105 - 117	blue clay		
117 - 120	shale gravel		
120 - 170	brown sandy clay		
170 - 180	brown sand & gravel		
180 - 245	brown clay		
245 - 255	gravel & sand		
255 - 270	brown clay		
270 - 280	blue clay		
280 - 285	sand, some gravel		
285 - 300	blue clay		
300 - 340	brown clay, some gravel & sand		
340 - 420	brown sandy clay		
420 - 455	lite brown sandy shale gravel		
455 - 515	brown clay		
515 - 537	lite clay		
537 - 555	hard sandstone		
555 - 600	sand & gravel (sandy)		
600 - 610	gravel & sea shale (sandy)		
610 - 645	brown shale		

Work started 9/2/75 19 Completed 9/11/75  
WELL DRILLER'S STATEMENT:  
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME Miller Drilling Co.  
(Person, firm, or corporation) (Typed or printed)

Address Rt. 1, Box 22  
Paso Robles, Ca. 93446

[SIGNED] R. H. Miller

License No. 236900 Dated 9/22/75 19

SKETCH LOCATION OF WELL ON REVERSE SIDE

## **Preliminary Well Modification Design – LA14 (30S/11E-18L6)**

Site: County easement at north end of Palisades Ave, Los Osos, California

GPS Coordinates: 35.3149, -120.8381

Well Owner: San Luis Obispo County

Well Depth: 600 feet (currently sanded in at 554 feet).

Well Diameter: 6-inch PVC

### **SCOPE OF WORK**

- 1) Submit well modification permit
- 2) Submit County encroachment permit (if needed).
- 3) Temporarily remove portion of traffic barricade to access well (optional).
- 4) Clean out well from 544 to 600 feet.
- 5) Run camera to inspect existing construction.
- 6) Perform planned well modification as described below.
- 7) Re-install traffic barricade as needed.

### **PLANNED MODIFICATION:**

Liner Completion: 2.5-inch diameter, Sch 80 PVC casing (0.020-inch perforations 550-590 feet depth)

Annular Space inside existing well (from surface)

Seal #1: Cement top seal (0-3 feet depth)

Inert fill: Commercial sand up to ¼ inch (3-340 feet depth)

Seal #2: High solids bentonite slurry (340-500 feet depth)

Seal #3: Bentonite chips 500-510 feet depth

Filter pack: 8 x 20 sand (510-600 feet depth)



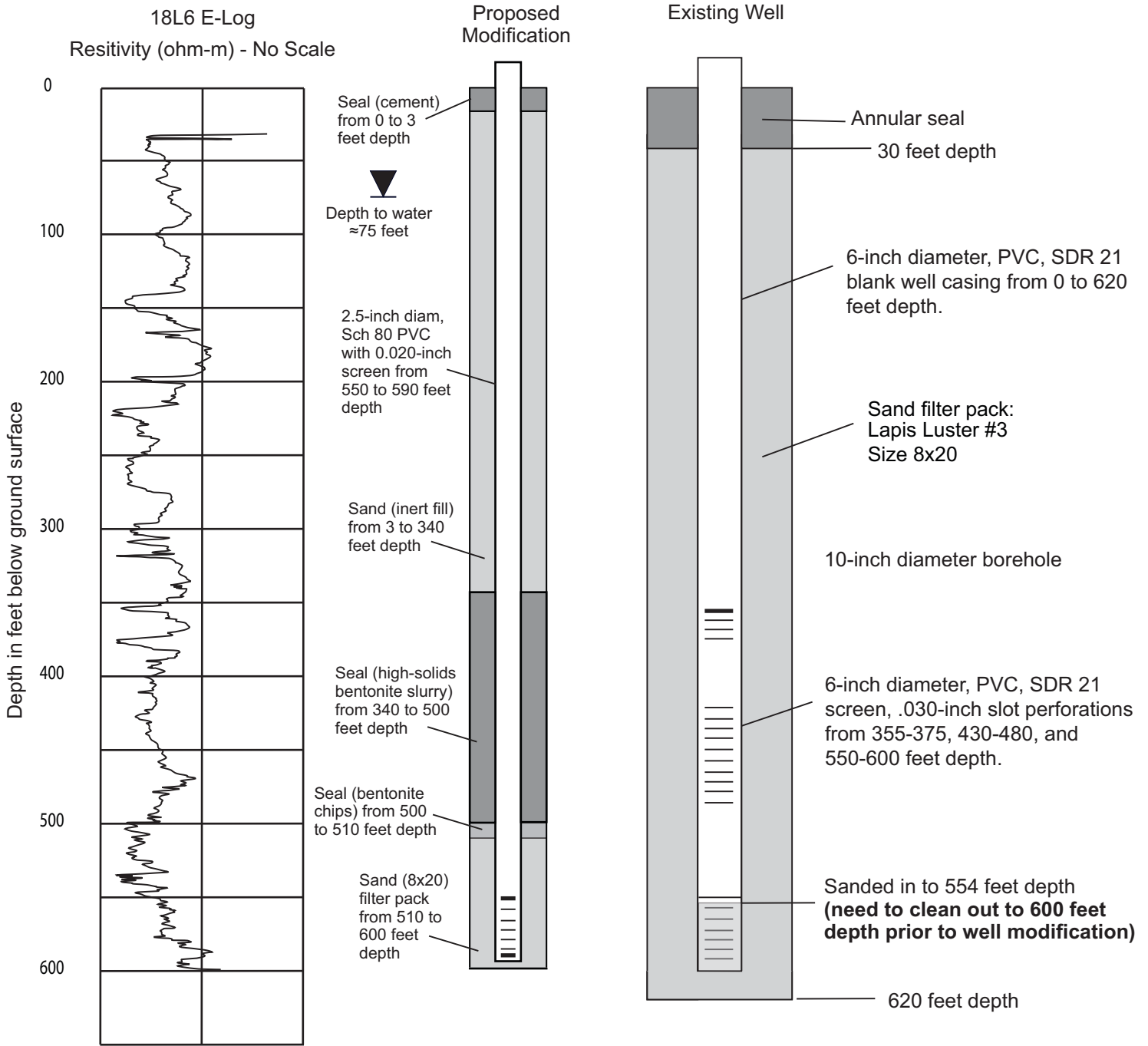


Figure 2  
Well 18L6 (LA14)  
Well Modification  
  
Cleath-Harris Geologists

ORIGINAL  
File with DWR

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
WATER WELL DRILLERS REPORT

Do not  
No. 17370

Notice of Intent No. \_\_\_\_\_  
Local Permit No. or Date \_\_\_\_\_

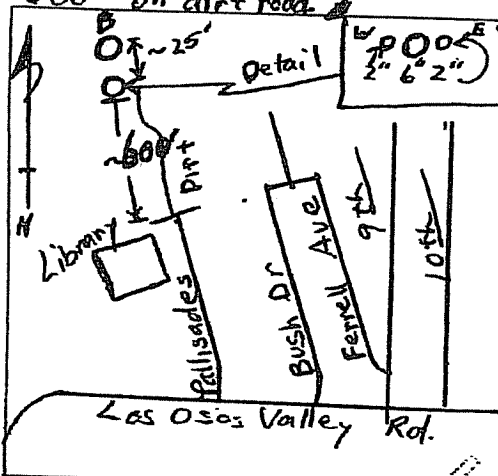
State Well No. 305/11E-1826  
Other Well No. Lib Palisades

(1) OWNER: Name U.S. Geological Survey-WRD  
Address 2800 Cottage Way  
City Sacramento Zip 95825

(12) WELL LOG: Total depth 620 ft. Depth of completed well 620  
from ft. to ft. Formation (Describe by color, character, size or material)

(2) LOCATION OF WELL (See instructions):  
County San Luis Obispo Owner's Well Number \_\_\_\_\_  
Well address if different from above Library Palisades  
Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_  
Distance from cities, roads, railroads, fences, etc. From Los Osos Valley Road proceed North on Palisades past library to end of road, continue northerly another 600' on dirt road.

See attached sheet



(3) TYPE OF WORK:  
New Well  Deepening   
Reconstruction   
Reconditioning   
Horizontal Well   
Destruction  (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:  
Domestic   
Irrigation   
Industrial   
Test Well   
Stock   
Municipal   
Other

NOT FOR PUBLIC USE 13752

(5) EQUIPMENT:  
Rotary  Reverse   
Cable  Air   
Other  Bucket

(6) GRAVEL PACK: Leptis & Steel  
Yes  No  Size 20-20  
Diameter of bore 9 7/8 inches  
Packed from 620 to 30 ft.

(7) CASING INSTALLED:  
Steel  Plastic  Concrete

(8) PERFORATIONS:  
Type of perforation or size of screen

From ft.	To ft.	Dia. in.	Gage or Wall	From ft.	To ft.	Slot size
0	60.5	6	SDR21	355	375	.030
				430	480	"
				550	600	"

(9) WELL SEAL:  
Was surface sanitary seal provided? Yes  No  If yes, to depth 30 ft.  
Were strata sealed against pollution? Yes  No  Interval 260-265  
Method of sealing Cement/Bentonite 300-305

Work started \_\_\_\_\_ 19\_\_\_\_ Completed \_\_\_\_\_ 19\_\_\_\_

(10) WATER LEVELS:  
Depth of first water, if known \_\_\_\_\_ ft.  
Standing level after well completion 92 ft.

WELL DRILLER'S STATEMENT:  
This well was drilled under my jurisdiction and this report is true to the best of knowledge and belief.

(11) WELL TESTS:  
Was well test made? Yes  No  If yes, by whom? \_\_\_\_\_  
Type of test \_\_\_\_\_ Pump  Bailor  Air lift   
Depth to water at start of test 99 ft. At end of test 112 ft.  
Discharge 60 gal/min after 1 hours Water temperature 7.5°C  
Chemical analysis made? Yes  No  If yes, by whom? USGS  
Was electric log made? Yes  No  If yes, attach copy to this report

SIGNED \_\_\_\_\_  
(Well Driller)  
NAME USGS-WRD Western Region Drilling Co.  
(Person, firm, or corporation) (Typed or printed)  
Address 345 Middlefield Road  
City Menlo Park Zip 94025  
License No. \_\_\_\_\_ Date of this report 8-14-85

## Preliminary Well Modification Design – LA16 (30S/11E-18M1)

Site: County easement at northeast corner of the Los Osos Valley Road and Broderson Ave, Los Osos, California

GPS coordinates: 35.3128, -120.8430

Well Owner: San Luis Obispo County

Well Depth: 577 feet (currently sanded in at 511 feet)

Well Diameter: 10-inch steel

### SCOPE OF WORK

- 1) Submit well modification permit.
- 2) Submit County encroachment permit (if needed).
- 3) Expose and remove existing steel top plate to access well.
- 4) Run camera to inspect existing construction.
- 5) Perform planned well modification as described below.

### PLANNED MODIFICATION:

Liner Completion: 2.5-inch diameter, Sch 80 PVC casing (0.020-inch perforations 470-500 feet depth)

Annular Space inside existing well (from surface)

Seal #1: Cement top seal (0-3 feet depth)

Inert fill: Commercial sand up to ¼ inch diameter (3-320 feet depth)

Seal #2: High solids bentonite slurry (320-440 feet depth)

Seal #3: Bentonite chips 440-450 feet depth

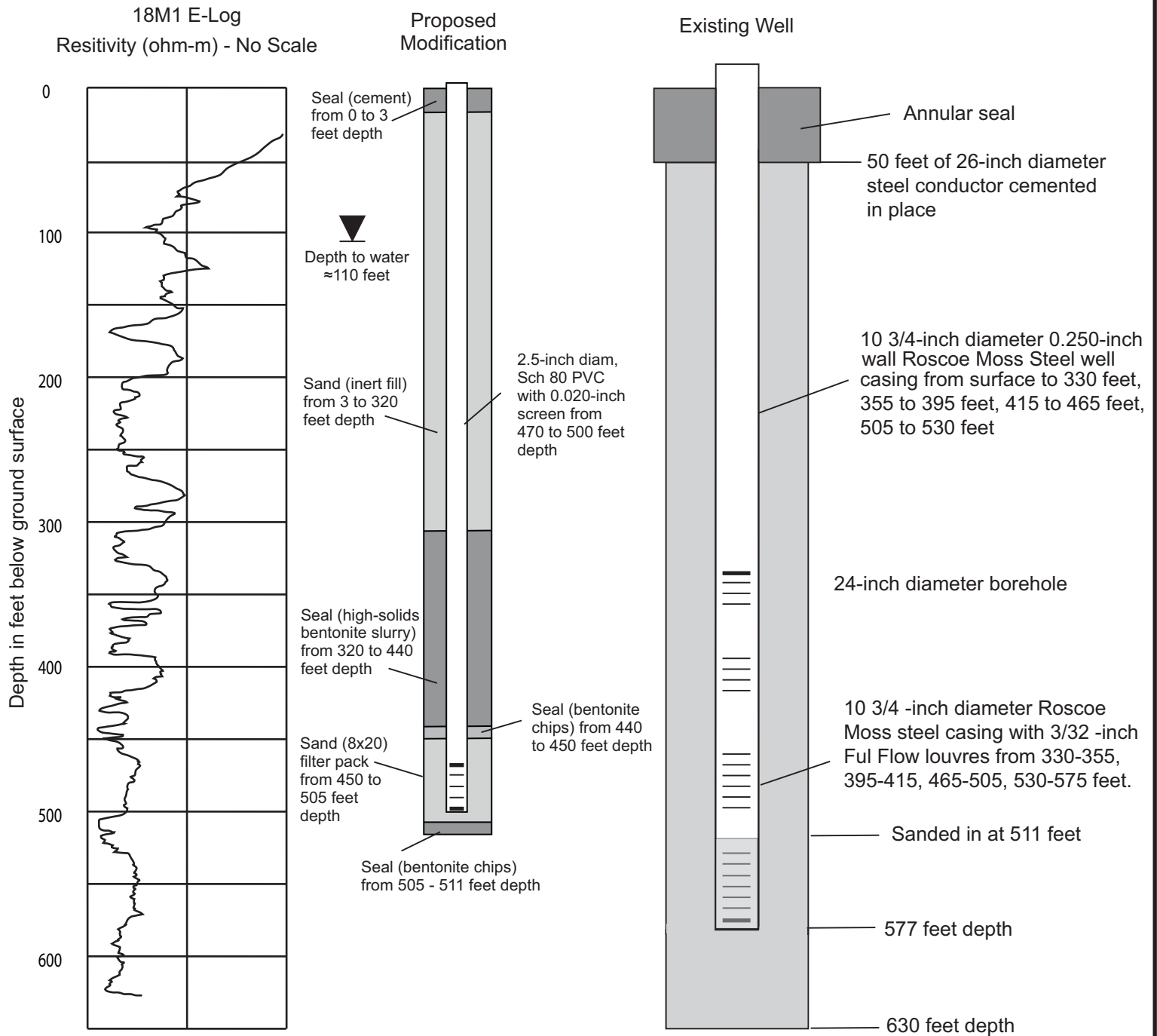
Filter pack: 8 x 20 sand (450 to 505 feet depth)

Seal #4: Bentonite chips 505-511 feet depth

Wellhead: Install traffic-rated well box with cement pad (ground surface is above existing wellhead)







**Figure 3**  
Well 18M1 (LA16)  
Well Modification

Cleath-Harris Geologists

*(given to County)*  
**FLOYD V. WELLS, INC.**

*given to county* Licensed  
Broderson/LWR Contractors

1337 West Betteravia Road Phone WAInut 5-8626  
SANTA MARIA, CALIFORNIA 93454

Mailing Address:  
Post Office Box 1007  
Santa Maria, California

Goleta Office:  
5798 Dawson Ave:  
Phone 967-4124  
Santa Maria  
Phone Zenith 2-7726

*See Log #5*

Log of well drilled for : California Cities Water Co., Baywood Park  
Location : 85 ft. north of center line Los Osos Valley Rd.,  
40 ft. east of center line Broderson Ave.  
Surface seal : 50 ft. of 26" x .250 wall pipe cemented in place  
Well bore : 24"  
Casing : 577 ft. of 10 3/4" x .250 wall Roscoe Moss Full Flow  
Perforations : 575 ft. to 530 ft., 505 ft. to 465 ft.,  
415 ft. to 395 ft., 355 ft. to 330 ft.,  
3/32" Full Flow louvres  
Well completed : 10 July 1973

Formation

From	0	to	70	feet	
					Fine brown sand
"	70	"	110	"	Reddish brown sand and sandy clay
"	110	"	160	"	Brown sand and sandy clay
"	160	"	165	"	Brown sand
"	165	"	245	"	Brown sandy clay with strips of fine sand
"	245	"	265	"	Brown clay with sand and gravel
"	265	"	275	"	Brown sandy clay with small amount of gravel
"	275	"	295	"	Fine sand and sandy clay
"	295	"	328	"	Sandy brown clay with sand strips
"	328	"	338	"	Brown sandy clay with sand and gravel
"	338	"	350	"	Brown sandy clay with sand strips
"	350	"	372	"	Sand and gravel with clay
"	372	"	392	"	Brown sandy clay with sand and small amount gravel
"	392	"	402	"	Fine sand and sandy clay
"	402	"	420	"	Sandy brown clay with sand strips
"	420	"	436	"	Blue and brown sandy clay
"	436	"	460	"	Brown sandy clay with sand strips
"	460	"	477	"	Brown sandy clay with sand and gravel
"	477	"	490	"	Brown sandy clay with sand and small amount gravel
"	490	"	495	"	Brown sandy clay

- continued -

Log of well drilled for : California Cities Water Co., Baywood Park

Formation

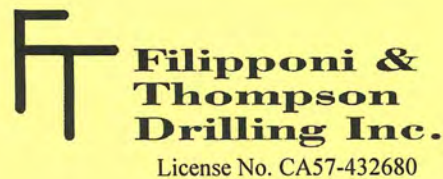
From	495	to	525	feet	Black clay and blue clay with fine sand
"	525	"	536	"	Brown sandy clay and fine sand
"	536	"	562	"	Sand and gravel with small amount of clay
"	562	"	570	"	Blue and brown sandy clay and gravel
"	570	"	630	"	Brown sandy clay and gravel



## **APPENDIX B**

Estimated Well Modification Contractor Costs  
Filipponi & Thompson Drilling, Inc.

Filipponi & Thompson Drilling, Inc.  
 PO Box 845  
 Atascadero, CA 93423



TEL: (805)466-1271 FAX: (805)466-2388

## Estimate

NAME / ADDRESS
LOS OSOS C.S.D. 2122 9TH STREET, STE. 110 LOS OSOS, CA 93402

DATE	ESTIMATE #
6/2/2022	1276

E-mail
RMUNDS@losososcscd.org

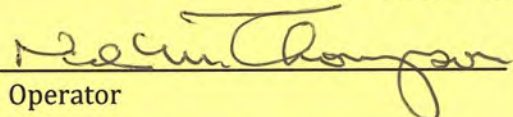
Project
LA13 (30S/11E-18F2)

DESCRIPTION	QTY	COST	TOTAL
LOS OSOS CSD C/O SPENCER HARRIS WELL LA13 (30S/11E-18F2)			
ESTIMATE FOR WELL MODIFICATIONS. 12" STEEL WELL WITH 8" STEEL LINER AT 420 FT.			
WELL MODIFICATION PERMIT	1	1,200.00	1,200.00
VIDEO WELL	1	2,250.00	2,250.00
PERFORM WELL MODIFICATION	1	6,000.00	6,000.00
510' - 2 1/2" FLUSH WALL PVC SCH. 80	1	13,700.00	13,700.00T
20' - 2 1/2" FLUSH WALL PVC SCH. 80 0.020" PERFORATIONS	1	540.00	540.00T
2 1/2" FLUSH WALL CAPS	1	150.00	150.00T
5' (532' - 537') BENTONITE CHIPS	1	150.00	150.00T
32' (500' - 532') 8 X 20 SAND	1	200.00	200.00T
10' (490' - 500') BENTONITE CHIPS	1	200.00	200.00T
90' (400' - 490') HIGH SOLIDS BENTONITE SLURRY	1	300.00	300.00T
397' (3'-400') COMMERCIAL SAND	1	1,400.00	1,400.00T
3' (0-3') CEMENT TOP	1	100.00	100.00T
*** ESTIMATE INCLUDES LABOR COST ***		0.00	0.00
Sales Tax		7.25%	1,213.65

TO ACCEPT THIS OFFER, PLEASE SIGN BELOW AND RETURN THIS CONTRACT TO OUR OFFICE.

**TOTAL \$27,403.65**

THIS OFFER WILL EXPIRE AFTER 30 DAYS UNLESS ACCEPTED.

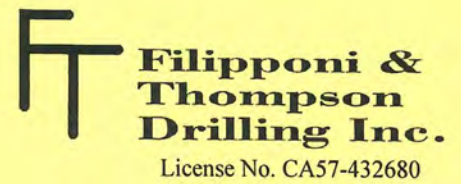
  
 Operator

Signature

Date

I ACCEPT THE ABOVE OFFER

Filipponi & Thompson Drilling, Inc.  
 PO Box 845  
 Atascadero, CA 93423



TEL: (805)466-1271 FAX: (805)466-2388

## Estimate

NAME / ADDRESS
LOS OSOS C.S.D. 2122 9TH STREET, STE. 110 LOS OSOS, CA 93402

DATE	ESTIMATE #
6/2/2022	1278

E-mail
RMUNDS@losososcscsd.org

Project
LA14 (30S/11E-18L6)

DESCRIPTION	QTY	COST	TOTAL
LOS OSOS CSD C/O SPENCER HARRIS WELL LA14 (30S/11E-18L6)			
ESTIMATE FOR WELL MODIFICATION. 6" PVC WELL			
WELL MODIFICATION PERMIT	1	1,200.00	1,200.00
REMOVE & INSTALL TRAFFIC BARRICADE (IF NEEDED)	1	2,000.00	2,000.00
CLEAN OUT WELL FROM 544' - 600'	1	4,800.00	4,800.00
VIDEO WELL	1	2,000.00	2,000.00
PERFORM WELL MODIFICATION	1	6,000.00	6,000.00
560' - 2 1/2" FLUSH WALL PVC SCH. 80	1	15,120.00	15,120.00T
40' - 2 1/2" FLUSH WALL PVC 0.020" PERFORATIONS	1	1,080.00	1,080.00T
2 1/2' FLUSH WALL CAPS	1	150.00	150.00T
90' (510' - 600') 8 X 20 SAND	1	300.00	300.00T
10' (500' - 510') BENTONITE CHIPS	1	100.00	100.00T
160' (340' - 500') HIGH SOLIDS BENTONITE SLURRY	1	300.00	300.00T
337' (3' - 340') COMMERCIAL SAND	1	500.00	500.00T
3' (0 - 3') CEMENT TOP	1	50.00	50.00T
TOOL FABRICATION	1	2,000.00	2,000.00
AIR COMPRESSOR	1	2,000.00	2,000.00
ESTIMATE INCLUDES LABOR COST	1	0.00	0.00
**COUNTY ENCROACHMENT PERMIT TO BE OBTAINED BY OTHERS**			
Sales Tax		7.25%	1,276.00

TO ACCEPT THIS OFFER, PLEASE SIGN BELOW AND RETURN THIS CONTRACT TO OUR OFFICE.

**TOTAL \$38,876.00**

THIS OFFER WILL EXPIRE AFTER 30 DAYS UNLESS ACCEPTED.

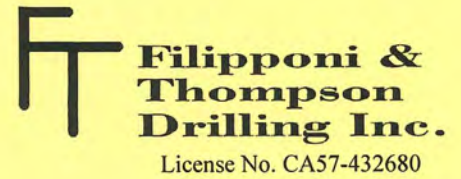
Operator \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

I ACCEPT THE ABOVE OFFER

Filipponi & Thompson Drilling, Inc.  
 PO Box 845  
 Atascadero, CA 93423



TEL: (805)466-1271 FAX: (805)466-2388

## Estimate

NAME / ADDRESS
LOS OSOS C.S.D. 2122 9TH STREET, STE. 110 LOS OSOS, CA 93402

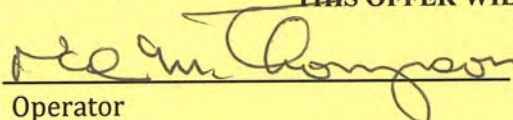
DATE	ESTIMATE #
6/2/2022	1277

E-mail
RMUNDS@losososcscd.org

Project
LA16 (30S/11E-18MI)

DESCRIPTION	QTY	COST	TOTAL
LOS OSOS CSD C/O SPENCER HARRIS WELL LA16 (30S/11E-18M1)			
ESTIMATE FOR WELL MODIFICATION. 10" STEEL WELL			
WELL MODIFICATION PERMIT	1	1,200.00	1,200.00
EXPOSE AND REMOVE STEEL PLATE TO ACCESS WELL	1	2,400.00	2,400.00
VIDEO WELL	1	2,000.00	2,000.00
PERFORM WELL MODIFICATION	1	6,000.00	6,000.00
470' - 2 1/2" FLUSH WALL PVC SCH. 80	1	12,690.00	12,690.00T
30' - 2 1/2" FLUSH WALL PVC SCH. 80 0.020" PERFORATIONS	1	810.00	810.00T
2 1/2' FLUSH WALL CAPS	1	150.00	150.00T
6' (505' - 511') BENTONITE CHIPS	1	150.00	150.00T
55' (450' - 505') 8 X 20 SAND	1	300.00	300.00T
10' (440' - 450') BENTONITE CHIPS	1	150.00	150.00T
120' (320' - 440') HIGH SOLIDS BENTONITE SLURRY	1	500.00	500.00T
317' (3' - 320') COMMERCIAL SAND	1	1,400.00	1,400.00T
3' (0 - 3') CEMENT TOP	1	100.00	100.00T
ESTIMATE INCLUDES LABOR COST	1	0.00	0.00
**COUNTY ENCROACHMENT PERMIT TO BE OBTAINED BY OTHERS**			
Sales Tax		7.25%	1,178.13
TO ACCEPT THIS OFFER, PLEASE SIGN BELOW AND RETURN THIS CONTRACT TO OUR OFFICE.		<b>TOTAL</b>	<b>\$29,028.13</b>

THIS OFFER WILL EXPIRE AFTER 30 DAYS UNLESS ACCEPTED.

  
 Operator

Signature

Date

I ACCEPT THE ABOVE OFFER



**Attachment B**  
Agreement for Services

## LOCSD

### PROFESSIONAL SERVICES AGREEMENT

This agreement is made upon the date of execution, as set forth below, by and between \_\_\_\_\_ (“Consultant”) a Hydrogeologist consulting firm, and the Los Osos Community Services District (“LOCSD”). The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

#### **1.0 GENERAL PROVISIONS**

**1.01 Term:** This agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

**1.02 Services:** Consultant shall perform the **scope of work (tasks)** described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full.

Consultant shall determine the method, details and means of performing the above-referenced services.

Consultant may, at their own expense, employ such assistants and sub consultants, as Consultant deems necessary to perform the services required of Consultant by this agreement. However, Consultant may not assign this agreement to any other person or entity in the performance of required project-related services, and the LOCSD may not control, direct or supervise Consultant’s assistants or employees in the performance of those services.

**1.03 Standard of Performance:** Consultant’s services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions in the same or similar locality (the “Standard of Care”). Whenever the scope of work requires or permits approval by the LOCSD, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant or its subcontractors. By delivery of completed work, Consultant represents that the work conforms to the requirements of this contract and all applicable federal, state and local laws, in accordance with the Standard of Care. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

**1.04 Compensation:** In consideration for the services to be performed by Consultant, LOCSD agrees to pay Consultant monetary consideration for professional engineering services in accordance with the **fee schedule** set forth in **Exhibit A**. The parties agree that total compensation for fees and costs for the services detailed in **Exhibit A**, shall not exceed the sum

of \$\_\_\_\_\_, unless and until this Agreement is amended as provided herein.

**1.05 Billing/Payment Terms.** All charges for Consultant's services and related reimbursable expenses shall be billed monthly, and all undisputed charges will be paid by LOCSD within 30 (thirty) days of receipt. The bills will itemize by date all services and expenses provided for the invoice period under this Agreement including a brief description of the nature of work performed, the person performing or vendor providing them, the applicable billing rate, the time expended. All Consultant service invoices must be approved by the LOCSD General Manager, prior to payment.

## **2.0 OBLIGATIONS OF CONTRACTOR**

**201 Contract Management and Service Performance:** Consultant Principal shall serve as the project manager and will personally prepare, or direct and supervise the preparation of, all work product called for by this agreement. Consultant represents that it has the qualifications, experience and facilities to properly perform all services hereunder in a thorough, competent, timely, and professional manner in accordance with the Standard of Care and shall, at all times during the term of this Agreement, have in full force and effect all licenses required of it by law. Consultant agrees to devote the hours and the human resources necessary to timely perform the services set forth in this agreement in an efficient, professional, and effective manner, consistent with the Standard of Care.

**202 Avoidance of Conflict of Interest.** Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with LOCSD's business or interfere with the timely performance and completion of Consultant's services under this Agreement.

Consultant shall comply with all conflict of interest laws and regulations including, without limitation, the LOCSD's Conflict of Interest Code (on file in the LOCSD Clerk's Office). All officers, employees and/or agents of Consultant who will be working on behalf of the LOCSD pursuant to this Agreement may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Consultant or Consulting Firm to notify the LOCSD of any staff changes relating to this Agreement.

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of the Consultant(s) unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B. (*Consultant initials*)
- B. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the LOCSD, and there is substantial likelihood that the Consultants work product will be

presented, either written or orally for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the LOCS's Conflict of Interest Code.

\_\_\_\_\_  
\_\_\_\_\_

**203 Tools and Instrumentalities:** Consultant shall provide all tools and instrumentalities to perform the services under this agreement.

**204 Workers' Compensation and Other Employee Benefits:** LOCS and Consultant intend and agree that Consultant is an independent contractor of LOCS and agree that Consultant and Consultant's employees and agents have no right to Workers' Compensation and other LOCS-sponsored employee benefits. Consultant agrees to provide Workers' Compensation and other employee benefits, where required by law, for Consultant's employees and agents. Consultant agrees to hold harmless and indemnify LOCS for any and all claims arising out of any claim for injury, disability, or death of Consultant and any of Consultant's employees or agents.

**205 Indemnification:**

Consultant agrees to defend, indemnify and hold LOCS, the County of San Luis Obispo, Golden State Water Company, S&T Mutual Water Company and the Los Osos Basin Management Committee (BMC) and each of their elected officials, officers and employees harmless from any and all claims, damages, losses, or liabilities to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights of or obligations of indemnity which would otherwise exist to the parties to this Agreement.

**206 Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit B** attached to and part of this agreement

### **3.0 OBLIGATIONS OF LOCS**

**3.01 Cooperation:** LOCS agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under this agreement. LOCS employees, agents and officers of the LOCS agree to disclose all information relevant to this project to Consultant.

### **4.0 TERMINATION OF AGREEMENT**

**4.01 Termination Notice:** Notwithstanding any other provision of this agreement, any party hereto may terminate this agreement, at any time, without cause, by giving at least 30 (thirty) days' prior written notice to the other parties to this agreement.

**4.02 Termination on Occurrence of Stated Events:** This agreement shall terminate automatically on the occurrence of any of the following events:

- a. Sale of the business of any party;

- b. The end of the 30 (thirty) days as set forth in section 4.01;
- c. End of the contract to which Consultant's services were necessary; or
- d. Assignment of this agreement by Consultant without the consent of LOCSD.
- e. Death of any party.

**4.03 Termination by any Party for Default:** Should any party default in the performance of this agreement or materially breach any of its provisions, the non-breaching party, at its option, may terminate this agreement, immediately, by giving written notice of termination to the breaching party.

**4.04 Termination:** This agreement shall terminate on January 31, 2024 unless earlier extended as set forth in this Section. The LOCSD, with the agreement of Consultant, is authorized to extend the term of this agreement beyond the termination date, as needed, under the same terms and conditions as set forth in this agreement. Any such extension shall be in writing and be an amendment to this agreement.

## **5.0 SPECIAL PROVISIONS**

**501 Additional Tasks as May Be Assigned by the LOCSD General Manager:** Prior to initiating any Consultant work on matters relating to Optional Tasks, or other additional services as agreed to between LOCSD and Consultant, it shall be the responsibility of Consultant to obtain written approval of the LOCSD General Manager, prior to initiation of such tasks.

**502 Time Schedule:** Consultant is to begin work upon receipt and execution of LOCSD contract. It is contemplated that most of the services hereunder, including but not limited to preparation, public and agency review, and submission of the study documents to the General Manager and LOCSD Board of Directors and/or to the Executive Director of the Basin Management Committee and its Directors for approval, will be completed on or before January 31, 2024. **TIME IS OF CARDINAL IMPORTANCE TO THIS CONTRACT.** Consultant agrees to engage its best efforts to adhere strictly to the schedule set forth in **Exhibit A** and incorporated herein.

**503 Work Outside Contract Scope:** No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Contract Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Consultant or ordered by the Contract Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

**504 Confidentiality:**

- (a) Confidential Nature of Information. Consultant shall treat all information obtained from the LOCSD, the BMC, the other BMC parties (i.e. the County of San Luis Obispo, S&T Mutual Water Company and Golden State Water Company (BMC Parties)) and the San Luis Obispo County Flood Control and Water Conservation District (FCD) in the performance of this contract as confidential and proprietary to the LOCSD, BMC Parties and FCD. Consultant shall treat all records and work prepared or maintained by Consultant in performance of this contract as confidential.
- (b) Limitation on use and disclosure. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for the LOCSD and BMC Parties, or obtained from the LOCSD, BMC Parties or FCD or obtained as a consequence of the performance of work to any person other than the LOCSD, the BMC Parties or FCD, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the LOCSD, BMC Parties or FCD, as appropriate depending on the nature of the information.
- (c) Security Plan. If requested by the Contract Manager, Consultant shall prepare a security plan to assure that information obtained from the LOCSD, the BMC Parties or the FCD or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Consultant shall advise the LOCSD, the BMC Parties and the FCD of any request for disclosure of information or of any actual or potential disclosure of information.
- (d) Survival. Consultant's obligations under this paragraph shall survive termination of this contract.

**6.0 MISCELLANEOUS**

**6.01 Notices:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement, the BMC Parties or the FCD shall be in writing and delivered or, in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, to the following address for each respective party:

<b>PARTY</b>	<b>ADDRESS</b>
<b>TO: LOCSD</b>	LOCSD 2122 9 <sup>th</sup> Street Suite 102 Los Osos, CA 93402 Attention: General Manager

Copy to:	Thomas D. Green LOCSD Attorney Adamski Moroski Madden Cumberland & Green LLP PO Box 3835 San Luis Obispo, CA 93403-3835
----------	--

**TO CONSULTANT:**

**6.02 Governing Law:** This agreement and all matters relating to this agreement shall be governed by the laws of the State of California in force at the time, should any need for interpretation of this agreement or any decision or holding concerning this agreement arise.

**6.03 Binding Effect:** This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as consent by LOCS to any assignment of this agreement or any interest in the agreement.

**6.04 Remedies:** The remedies set forth in this agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

**6.05 Due Authority:** The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

**6.06 Ownership of Work Product:** Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the LOCS, BMC and BMC Parties, provided Consultant has been paid all outstanding invoices owing under this Agreement. Consultant agrees that all copyrights, which arise from creation of the work pursuant to this contract, shall be vested in the LOCS, BMC and BMC Parties and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the LOCS, BMC and BMC Parties upon payment of all invoices owing to Consultant under this Agreement. LOCS acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**6.07. Integration and Modification:** This contract represents the entire understanding and agreement of the LOCS and Consultant as to those matters contained herein. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the LOCS and Consultant.

**6.08. Advice of Counsel:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

**6.09. Independent Review:** Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares

and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

**6.10. Attorney Fees:** In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement, or the breach hereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

**6.11 No waiver:** The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

**6.12 Assignment:** This agreement is specifically not assignable by Consultant to any person or entity. Any assignment or attempt to assign by Consultant whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement, giving rise to a right to terminate as set forth in Section 4.03.

**6.13. Time for Performance:** Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause, except financial inability, which is the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused: provided, however, that nothing contained in this Section shall exclude the prompt payment by either party as required by this agreement of the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

**6.14 Severability:** Should any provision of this agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

**6.15. Construction:** The parties agree that each has had an opportunity to have their counsel review this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provision to which they relate.

**6.16. Amendments:** Amendments to this agreement shall be in writing and shall be made only with the mutual written consent of all the parties to this agreement.

**6.17. Signatures:** The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

**6.18 Compliance with Subaward Grant Agreement:**  
Consultant acknowledges and agrees that this agreement is subject to the obligations and limitations imposed on LOCSD by the Subaward Grant Agreement between the LOCSD



and Bay foundation attached hereto as **Exhibit C** and incorporated herein by this reference (Subaward Grant Agreement) and all future amendments thereto. The Consultant further acknowledges that if the Subaward Grant Agreement is terminated by the Bay Foundation, the LOCS shall have the additional right to immediately terminate or amend this agreement by giving written notice. Consultant hereby expressly agrees to the provisions of the Subaward Grant Agreement and to take all actions (and provide all information) necessary for the LOCS to satisfy its obligations under the Subaward Grant Agreement. Consultant further agrees that the LOCS has the right to enter into amendments to the Subaward Grant Agreement and that the LOCS shall not be restricted or impaired, in any way, by this agreement. Without limiting the foregoing, Consultant expressly agrees to the "Flow Down" requirements in Section II B. of the Subaward Grant Agreement. These requirements include, among others:

- A. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
- B. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation."
- C. Limitations on individual consultant fees as set forth in General Condition 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled "Consultant Fee Cap."
- D. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "Management Fees."
- E. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at 2 CFR 200.322.
- F. For states and other public recipients, a provision ensuring that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

**Consultant:**

Date: \_\_\_\_\_

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

**LOCSD:**

Date: \_\_\_\_\_

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

Ron Munds, General Manager

**APPROVED AS TO FORM:**

LOCSD Attorney:

Adamski Moroski Madden Cumberland & Green LLP

Date: \_\_\_\_\_

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

Thomas D. Green  
LOCSD Attorney

**ATTEST:**

\_\_\_\_\_

LOCSD  
Administrative Services Manager

## **Exhibit A (of Attachment B)**

This is a placeholder for the selected contractor's scope of work. The contractor is TBD.

EXHIBIT B

INSURANCE REQUIREMENTS

## EXHIBIT B

### INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to LOCSD, the County of San Luis Obispo (County), S&T Mutual Water Company (S&T), Golden State Water Company (Golden State) and the Los Osos Basin Management Committee (BMC) in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to LOCSD, County, S&T, Golden State and BMC.*

*Consultant shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence/\$2,00,00 aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to LOCSD, County, S&T, Golden State and BMC for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of LOCSD, County, S&T, Golden State and BMC following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and aggregate.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and

“Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and LOCSD agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third-party general liability coverage required herein to include as additional insureds LOCSD, the County, S&T, Golden State, BMC and their officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992, or Carrier’s equivalent. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant’s employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against LOCSD, County, S&T, Golden State and BMC regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the LOCSD, the County, S&T, Golden State, BMC or their operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to LOCSD, the County, S&T, Golden State and BMC and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to reasonable approval, modification and additional requirements by the LOCSD, County, S&T, Golden State and BMC, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect LOCSD’s, County, S&T’s, Golden State’s or BMC’s protection without LOCSD’s, County’s, S&T’s, Golden State’s and BMC’s prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant’s general liability policy, shall be delivered to LOCSD, County, S&T, Golden State and BMC at or prior to the execution of this Agreement. Said proof and all other information required to be provided to County, S&T and Golden State shall be delivered to: In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, LOCSD, County, S&T, Golden State and BMC have

the right, but not the duty, to obtain any insurance they deem necessary to protect their interests under this or any other agreement and to pay the premium. Any premium so paid by LOCSD, County, S&T, Golden State or BMC shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at LOCSD option.

8. Certificate(s) are to reflect that the insurer will provide 30 day notice to LOCSD of any cancellation of coverage.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to LOCSD, County, S&T, Golden State and BMC.
10. Consultant agrees to require that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor coverage for conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to LOCSD, County, S&T, Golden State and BMC for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein with the exception of Professional Liability and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to LOCSD. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the LOCSD, County, S&T, Golden State and BMC. At that time the LOCSD, County, S&T, Golden State and BMC shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The LOCSD reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the LOCSD will negotiate additional compensation proportional to the increased benefit to LOCSD.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of LOCSD to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on LOCSD nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to LOCSD, County, S&T, Golden State and BMC within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to LOCSD, County, S&T, Golden State or BMC or their employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for requiring that no contract used by any party involved in any way with the project reserves the right to charge LOCSD, County, S&T, Golden State or BMC or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to LOCSD, County, S&T, Golden State and BMC. It is not the intent of LOCSD, County, S&T, Golden State or BMC to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against LOCSD, County S&T, Golden State or BMC for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to LOCSD, County, S&T, Golden State and BMC of any claim or loss against Consultant arising out of the work performed under this agreement. LOCSD, County, S&T, Golden State and BMC assume no obligation or liability by such notice, but have the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve LOCSD, County, S&T, Golden State and BMC.



## **Exhibit C (of Attachment B)**

LOCSD Monitoring Well Rehabilitation Contract Fully Executed with Exhibits Attached



**AGREEMENT BETWEEN THE BAY FOUNDATION OF MORRO BAY  
AND  
Los Osos Community Services District**

This Agreement is entered into this 1st day of July, 2024, by and between, the Los Osos Community Services District (“Contractor”), and The Bay Foundation of Morro Bay (“Foundation”), collectively the parties to this agreement.

**RECITALS:**

WHEREAS: Foundation is a 501(c)(3) corporation under Internal Revenue Service regulations; and

WHEREAS, Foundation manages and administers certain contracts on behalf of The Morro Bay National Estuary Program (“MBNEP”), and is the bursar to the MBNEP; and

WHEREAS, Foundation and MBNEP have need for the services described in Exhibit “A”; and

WHEREAS, Contractor is available and capable to provide the services set forth in Exhibit “A” pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

**1. Services to Be Provided**

1.1 The Contractor shall perform the basic services as identified in Exhibit A, Scope of Work. Performance of these services is included in the basic fee payable by Foundation to the Contractor. Basic Services of the contractor shall include assisting in applying for and obtaining, when requested by the Foundation, required approvals from appropriate authorities; preparation of estimated project construction cost; providing normal consulting and engineering services; and providing responses to Foundations directions and comments with respect to the project.

1.2 Contractor agrees to perform the services described in Exhibit “A” attached to this Agreement in accordance with the usual and customary standard of care appurtenant to the profession or industry of Contractor.

## 2. Termination

Foundation may terminate this Agreement at any time by giving written notice to the Contractor with or without cause. Contractor may terminate this Agreement for cause. Upon receipt of written notice of termination, Contractor shall immediately cease work. Foundation shall compensate Contractor for all assigned work completed in accordance with this Agreement up to the time of termination.

## 3. Fees and Payment

Foundation agrees to pay Contractor in accordance with the schedule as set forth in Exhibit "B" for the services as set forth in Exhibit "A". Reimbursable expenses (if any) shall be listed in Exhibit "B", together with a maximum amount for reimbursable expenses. Exhibit "B" shall also include the listing of hourly rates applicable to this project for contractor's employees. Contractor agrees to perform the work in Exhibit A for a total amount of costs and services budgeted in Exhibit B not to exceed \$75,000. This is the total obligation of the Foundation unless otherwise pre-approved in writing by the Foundation. Contractor may submit invoices no more than monthly to the Foundation detailing work performed and costs for same. Invoices must be accompanied by a brief progress report. Foundation shall pay approved invoices within 30 days of acceptance of the invoice.

## 4. Extra Services

Extra services require pre-authorization in writing by the Foundation the fee to be paid shall be identified as a part of the extra service authorization and determined in one of the following manners:

- a.) At its discretion, the Foundation may elect to negotiate a fixed fee for extra services; or
- b.) For work performed by principals and employees of the Contractor, the Contractor shall be paid on a time and material basis per the hourly rates listed in Exhibit B or,
- c.) For work performed by firms or individuals not employees of the Contractor, but engaged by the Contractor to assist in providing the authorized extra service, the Contractor shall receive one and one tenth (1.10) times the amount to be paid by the Contractor to the consultants for said services.

## 5. Compensation, Reimbursable Expenses

The Foundation will reimburse certain project-related expenditures as part of the fee outlined in Section 3. Claims for reimbursable expenses shall reflect actual expenditures made by the Contractor, employees, or consultants working on the project and be documented by appropriate billing and supporting receipts. All compensation requests for reimbursable shall be limited to actual expense, without a markup. Alcohol is not a reimbursable expense.

- a.) Travel and Mileage:  
Trips from the Contractors office to the project site or to the Foundation's office are not reimbursable.

When pre-authorized by the Foundation, other travel expenses in connection with the project shall be reimbursable. Travel reimbursement shall be limited to the amounts actually expended.

- b.) Reprographic Services During Design:  
Reproduction of drawings, specifications, calculations, cost estimates, program analysis, photos, renderings, plots or similar reproductive instruments required, as required by the scope of work shall be provided as a part of the work and are not reimbursable.

Additional print sets requested by the Foundation beyond those quantities required are reimbursable. Reproduction for internal use by the Contractor and the Contractor's consultants is not reimbursable.

- c.) Postage and Communications:  
Postage, telephone calls, facsimile (FAX) transmissions, package deliveries (UPS or similar carriers) and courier services (except as authorized by the Foundation) are not reimbursable.

- d.) Reprographics for Plan Check Review:  
Reproduction of documents for submittals to review agencies, if required, is required as a part of basic services and is not reimbursable.

- e.) Reprographics for Bidding:  
Reproduction of the fully plan check approved construction documents in quantities suitable for bidding when requested by the Foundation provided the cost is obtained by competitive pricing of outside services shall be reimbursable.

- f.) Reprographics During Construction:  
Reproduction and express delivery of shop drawings and, clarifications to Contractor inquiries, and similar actions to facilitate timely responses during the construction phase shall be reimbursable.

## 6. Timeline

Contractor agrees to complete the work in Exhibit "A" within 215 calendar days (January 31, 2025) from the date of this Agreement set forth above.

## 7. Authorized Representatives

7.1 Authorized Representative shall be the person designated by the parties to be responsible for direction on behalf of the parties.

7.2 The Authorized Representative for MBNEP and Foundation for this Agreement shall be Ann Kitajima.

7.3 The Authorized Representative for Contractor for this Agreement shall be Ron Munds.

## 8. Insurance

8.1 Contractor agrees to maintain a policy of Workers' Compensation insurance as required by law.

8.2 Contractor agrees to maintain a policy of General Liability insurance in the minimum amount of \$1,000,000 per occurrence and in the aggregate. The certificate of insurance shall name Foundation, MBNEP, and their officers, directors and employees as additional insured, insofar as the operations under this Agreement are concerned.

8.3 Contractor agrees to maintain a policy of Commercial Auto liability insurance in the minimum amount of \$500,000 per accident; \$1,000,000 combined single limit. The certificate of insurance shall name Foundation, MBNEP, their officers, directors and employees as additional insured, insofar as the operations under this Agreement are concerned.

8.4 Contractor shall obtain all insurance coverage through companies licensed in California, Best Rating A-VII or better, and acceptable to Foundation. Contractor shall furnish to Foundation Certificates of Insurance evidencing compliance with the insurance requirements herein prior to beginning the work. The certificates shall provide for at least 30 days prior written notice to Foundation of any cancellation, non-renewal or relevant reduction of coverage. Contractor shall maintain coverage uninterrupted for the duration of this Agreement unless otherwise stated above.

## 9. Representations and Indemnification

9.1 Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor look to Foundation or MBNEP as his/her employer or as a partner, agent or principal. Contractor shall not be entitled to any benefits accorded to Foundation's or MBNEP's employees. Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name, all required licenses and permits usual or necessary for performing the services and shall pay all taxes required by law.

### 9.2 General Liability Indemnification

Contractor agrees to defend, indemnify, reimburse and hold harmless MBNEP, Foundation, and their directors, officers and employees from any claims, damages or causes of action arising out of, or in any way resulting from Contractor's services to Foundation and MBNEP.

### 9.3 Professional Liability Indemnification

Contractor agrees to defend, indemnify, reimburse and hold harmless MBNEP, Foundation, and their directors, officers and employees from any claims, damages or causes of action to the extent caused by Contractor's negligent acts, errors or omissions or willful misconduct in providing professional services to Foundation and MBNEP.

10. Foundation's Right to Use Work Produced by Contractor.

Contractor, for valuable consideration (receipt of which is acknowledged), agrees that Foundation shall have the right to disseminate, circulate, copy to computer disc or any other medium and use in any manner Foundation shall deem appropriate, any and all reports, surveys, plans, diagrams, maps, designs, studies or other works (collectively "Work") prepared by Contractor for Foundation pursuant to this agreement. Foundation shall not be required to make any additional payment for the rights granted pursuant to this paragraph.

11. Provisions for contracts funded in whole or in part by Federal funds

11.1 Anti-Discrimination

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

11.2 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or

applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 11.3 Rights to Inventions Made

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12. Miscellaneous

12.1. Notices. Any notice required to be given pursuant to this Agreement shall be effective only if in writing and delivered personally, by facsimile or by mail. If given by mail, such notice must be sent to the Authorized Representative of the party at the address set forth on the signature page hereof, or at such other addresses as the parties may designate in writing.

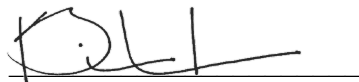
12.2. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. In any dispute arising out of this Agreement, venue shall be in San Luis Obispo County, California.

12.3. Attorney's Fees; Prejudgment Interest. If the services of an attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party to this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person relating thereto, or a proceeding in bankruptcy is necessary to enforce this Agreement or to obtain relief from stay, the prevailing party will be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions will include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

12.4. Entire Agreement. This Agreement contains the entire agreement between the subject parties and supersedes all prior agreements and understandings, oral or written. No modification, termination or attempted waiver shall be valid unless in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first written above.

Bay Foundation of Morro Bay



Bill Henry  
President  
The Bay Foundation of Morro Bay  
601 Embarcadero, Suite 11  
Morro Bay, California 93442

Named Contractor



Ron Munds  
General Manager  
Los Osos CSD, Ste. 110  
2122 9<sup>th</sup> Street  
Los Osos, California 93402

77-0504518

EIN/SS #



A W9 form has been filled out and returned by contractor with this signed Contract.

## Los Osos Community Services District Monitoring Well Rehabilitation

### Exhibit A: Scope of Work and Schedule

The Los Osos Community Services District (LOCSO) will oversee the permitting, contracting, and rehabilitation of two existing monitoring wells to support drinking water management for the community of Los Osos.

#### Project Tasks

These are the tasks to be conducted by the LOCSO.

##### Task 1. Project Admin

- a. Hydrogeologic Consultant (referred to as 'Consultant') Procurement
  - i. LOCSO and Basin Management Committee (BMC) Staff will develop a Request for Proposals for the LA 14 and 16 Monitoring Well Design and Modification Oversight Consultant (Consultant) Selection.
  - ii. LOCSO and BMC will distribute the request appropriately to reach qualified consultants with the goal of obtaining three estimates.
  - iii. LOCSO and BMC will conduct appropriate procurement activities to ensure a competitive selection process. These activities must meet the requirements of the LOCSO procurement policies. If the Estuary Program's procurement policies are more stringent, then the Estuary Program policy must be met.
  - iv. LOCSO and BMC will select the appropriate consultant and establish a contract with the LOCSO for the work.
  - v. Consultant should have all relevant insurance specified in the LOCSO and Estuary Program's standard contracts.
  - vi. All documentation related to procurement will be provided to the Estuary Program. Adequate information must be provided for completion of the Estuary Program's standard procurement form.
- b. Monitoring Well Contractor (referred to as 'Contractor') Procurement
  - i. LOCSO, BMC and Consultant will develop a Request for Bid for the LA 14 and 16 Monitoring Well Rehabilitation Project.
  - ii. LOCSO will distribute the request appropriately to reach qualified Contractors with the goal of obtaining three estimates. Contractor should have demonstrated prior experience with well modification work similar to this project.
  - iii. LOCSO, BMC and Consultant will conduct appropriate procurement activities to ensure a competitive selection process. These activities must meet the requirements of the LOCSO procurement policies. If the Estuary Program's procurement policies are more stringent, then the Estuary Program policy must be met.
  - iv. LOCSO will select the appropriate Contractor and establish a contract with the LOCSO for the work.
  - v. Contractor should have all relevant insurance specified in the LOCSO and Estuary Program's standard contracts.
  - vi. All documentation related to procurement will be provided to the Estuary Program. Adequate information must be provided for completion of the Estuary Program's standard procurement form.

- c. Project Management and Reporting
  - i. LOCSO, BMC Staff and Consultant will manage the project, including permitting, contractor selection, procurement, contract oversight, invoicing, and reporting.
  - ii. The final report will be submitted to the Estuary Program in electronic format prior to the contract end date. The report will include the following elements:
    - 1. Documentation of procurement process
    - 2. Cost estimates for all bidders
    - 3. Explanation of contractor selection
    - 4. Description of permitting and notification activities conducted
    - 5. Breakdown of project budget
    - 6. Copies of all invoices submitted to the Estuary Program for reimbursement

**Task 2. Monitoring Well Design and Construction**

- a. LOCSO, BMC Staff and Consultant will oversee any necessary permitting, notification of authorities, etc.
- b. Contractor will rehabilitate two existing wells following issuance of the appropriate permits: Two existing groundwater monitoring wells one located at the end of Palisades Avenue and the other on Los Osos Valley Road near the intersection of Broderon Avenue. Project plans include setting new casing liners, along with deep seals, that are intended to isolate specific permeable sediment intervals within Zon E while also mitigating borehole leakage and reducing the required purge volumes prior to sampling.
- c. LOCSO, BMC Staff and Consultant will oversee the well modifications.
- d. LOCSO, BMC Staff and Consultant will conduct any follow-up reporting and notification upon completion of well installation.

**Acknowledgement of the Estuary Program**

LOCSO shall include the following acknowledgement and logo in any document, written report, publication, presentation, etc. prepared in whole or in part pursuant to this contract. The funding for this effort is from the Bipartisan Infrastructure Law (BIL) and should be acknowledged.



Acknowledgement statement: "Funding for this project has been provided in part by the Morro Bay National Estuary Program."

LOCSO shall notify the Estuary Program's Contact at least ten working days prior to any public or media event publicizing the accomplishments and/or results of this project and provide the opportunity for attendance and participation by Estuary Program representatives.

If any publications, papers, articles, online content, etc. arise from this project, the Estuary Program must be given the opportunity to review and comment on the piece prior to posting, publication, or

submittal.

Any publications, papers, articles, online content, etc. related to the project must contain EPA's disclaimer statement: *This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement CE-98T47301 to the Bay Foundation of Morro Bay. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.*

### **Use of Work Product**

Note that the Estuary Program may utilize content from final report in its own efforts, which could include data reports, grant applications, and public education efforts.

### **Schedule**

Tasks must be completed by the following dates:

- Development of Contractor Request for Bid : August 2024
- Selection of Contractor: September 2024
- Submittal of procurement documentation including permits: October 2024
- Installation of well: January 2025
- Final Reporting, Photos, and Invoice: January 2025

This project ends January 31, 2025. All deliverables including the final report and invoice must be submitted to the Estuary Program prior to that date.

### **Project Points of Contact**

Ann Kitajima, (805) 772-3834, ex. 14, [annk@mbnep.org](mailto:annk@mbnep.org)  
Morro Bay National Estuary Program  
601 Embarcadero, Ste.11  
Morro Bay, CA 93442

Ron Munds, (805) 528-9379, [rmunds@losososcsd.org](mailto:rmunds@losososcsd.org)  
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**Los Osos Community Services District Monitoring Well Installation**

**Exhibit B: Budget**

**Project Budget**

<b>Item Description</b>	<b>Estuary Program</b>	<b>LOCSD Match</b>
Task 1: Project Administration	\$0	\$20,000
Task 2: Monitoring Well Design and Construction	\$75,000	\$10,000
Total	\$75,000	\$30,000

Any changes to the budget must be discussed with and approved by Estuary Program staff beforehand.

Time spent by LOCSD, BMC and Consultant that is not covered by this project should be tracked and included in the invoices as project match. Time must be tracked and reported by month. A time tracking spreadsheet will be provided as an example. Additional sources of match (e.g., additional grants, additional contributed time, etc.) to be included with the project should be listed on the match invoice which will be provided.

Upon completion of the project, LOCSD will submit a final invoice detailing all expenses and match for the project.