MEMORANDUM

TO: CITY COUNCIL

FROM: BILL ROBESON, DIRECTOR OF PUBLIC WORKS

BY: SHANE TAYLOR, UTILITIES MANAGER

SUBJECT: CONSIDERATION OF APPROVAL OF AN AGREEMENT WITH GSI WATER SOLUTIONS, INC. FOR THE PREPARATION OF THE NORTHERN CITIES MANAGEMENT AREA ANNUAL REPORT AND MONITORING PROGRAM

DATE: AUGUST 25, 2020

SUMMARY OF ACTION:
Approve an agreement to prepare the 2020 Northern Cities Management Area (NCMA) Annual Report.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:
The City’s share for the agreement is $65,400, which is included in the FY 2020/21 budget. City staff spends an estimated 250 hours a year on NCMA activities.

RECOMMENDATION:
It is recommended the City Council approve and authorize the Mayor to execute an Agreement for Consultant Services with GSI Water Solutions, Inc. for preparation of the 2020 NCMA Annual Report.

BACKGROUND:
The City has continued to participate with neighboring jurisdictions in the preparation of required reports and studies concerning management of the Santa Maria Groundwater Basin. Water sampling and preparation of the Annual Report is required by the Court’s decision in the Santa Maria Groundwater Basin Adjudication. The Annual Report is prepared by a mutually secured technical consultant firm that is funded proportionally by all of the participating NCMA agencies. The 2019 NCMA Annual Report was prepared by GSI Water Solutions, Inc. The current agreement with GSI Water Solutions, Inc. (GSI) will expire on August 28, 2020.

The City has participated with representatives from neighboring jurisdictions to form the Northern Cities Management Area Technical Group (NCMA TG) in order to coordinate these water management activities. The NCMA represents the following agencies with their respective groundwater pumping entitlements:
ANALYSIS OF ISSUES:
The collaborative approach to groundwater management was formalized in the 2002 Arroyo Grande Groundwater Basin Management Agreement between the Northern Cities, Northern Landowners, and Other Parties, and incorporated in the 2005 Settlement Stipulation for the Santa Maria Groundwater Basin Adjudication (Stipulation). On June 30, 2005 the Stipulation was agreed upon by numerous parties, including the Northern Cities, referred to as the “Settlement Agreement,” which was reduced to a Judgement in 2008. The Judgment orders the stipulating parties to comply with all terms of the Stipulation, including annual groundwater monitoring and reporting.

In July of 2016, a Request for Proposals (RFP) was advertised and distributed to potential engineering firms. GSI was selected from the submitting consultant firms following a proposal rating process. The RFP provided the Northern Cities with an option to award the contract for the 2017 - 2020 NCMA Annual Monitoring Reports to the selected consultant. GSI prepared the 2019 Annual Report and staff has been satisfied with the quality of their work. Therefore, staff recommends exercising the option to award the contract for the 2020 Annual Report to GSI. The scope of work for the 2020 Annual Report is included in the proposed agreement. The consultant services agreement is proposed to be a one-year agreement. Costs are split between all NCMA agencies in accordance with the percentage of each agency’s groundwater allocation. The cost for the 2020 NCMA Annual Report is also proposed to include a 9% contingency amount to cover anticipated enhanced monitoring and testing needs resulting from declining groundwater levels. All NCMA agencies are required by the Court action to participate in the preparation of the annual report.

ALTERNATIVES:
1. Approve the Agreement for Consultant Services with GSI Water Solutions, Inc. in the amount of $65,400, which includes a 9% contingency, for preparation of the 2020 NCMA Annual Report;
2. Do not approve the agreement; or
3. Provide direction to staff.

ADVANTAGES:
Preparation of the Annual Report complies with the judgment ordering the parties to perform annual groundwater monitoring and reporting. In addition, implementation of the monitoring and reporting program, which identifies changes in water levels and quality, enables the City and its partner jurisdictions to react quickly to any issue affecting the
water supply in the groundwater basin. The monitoring program has provided a mechanism allowing all parties to be better informed with regard to the changing condition of the basin, and consequently, has allowed for the opportunity for better collaboration between the City and partner jurisdictions included in the Arroyo Grande Groundwater Basin Management Agreement.

The GSI team includes staff with local experience, a track record of meeting reporting requirements of adjudicated basins, extensive prior involvement with NCMA and is well suited to lead the preparation of the 2020 NCMA Annual Groundwater Monitoring Report.

DISADVANTAGES:
None.

ENVIRONMENTAL REVIEW:
No environmental review is required for this item.

PUBLIC NOTIFICATION AND COMMENTS:
The Agenda was posted at City Hall and on the City’s website in accordance with Government Code Section 54954.2.
AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of August 31, 2020, between GSI WATER SOLUTIONS, INC. ("Consultant"), and the CITY OF ARROYO GRANDE, a Municipal Corporation ("City"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

   This Agreement shall commence on August 31, 2020 and shall remain and continue in effect until August 31, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

   Consultant shall perform the tasks described and comply with all terms and provisions set forth in the Proposal set forth as Exhibit "A", attached hereto and incorporated herein by this reference.

3. **PERFORMANCE**

   Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

   City’s Public Works Director shall represent City in all matters pertaining to the administration of this Agreement. Principal Consultant shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

   The City agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit "A".

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

   (a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

(a) Bankruptcy or insolvency of any party;
(b) Sale of Consultant's business; or
(c) Assignment of this Agreement by Consultant without the consent of City.
(d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or
employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all
losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subContractors or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subContractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subContractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) Indemnification for Design Professional Services. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit “B” attached hereto and incorporated herein as though set forth in full.
13. **INDEPENDENT CONSULTANT**

   (a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

   (b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

   Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

   No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

   (a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subContractors, shall not without written authorization from the City Manager or unless requested by the City
Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: 
City of Arroyo Grande  
Public Works Director  
300 E. Branch Street  
Arroyo Grande, CA 93420

To Consultant:  
GSI Water Solutions, Inc.  
Paul Sorensen, Principal Consultant  
5855 Capistrano Avenue, Suite C  
Atascadero, CA 93422

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the City.
19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Consultant agree that time is of the essence in this Agreement.

22. **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 provisions to which they relate.

23. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ARROYO GRANDE

By: __________________________

Caren Ray Russom, Mayor

Attest:

______________________________
Kelly Wetmore, City Clerk

Approved As To Form:

______________________________
Tim Carmel, City Attorney

CONSULTANT

By: __________________________

Its: __________________________

(Title)
July 16, 2020

Daniel Heimel
Northern Cities Management Area Technical Group
c/o Water Systems Consulting, Inc.
805 Aerovista Lane, Suite 201
San Luis Obispo, CA 93401

Subject: Proposal for Northern Cities Management Area 2020 Annual Monitoring Report

Dear Mr. Heimel,

GSI Water Solutions, Inc. (GSI) is pleased to submit this proposal to the Northern Cities Management Area (NCMA) Technical Group (TG) for the preparation of the 2020 Annual Report.

Thorough and accurate quarterly monitoring and annual reporting are essential to meeting the terms of the adjudication of the Santa Maria Groundwater Basin, specifically the 2005 Stipulation requirements. GSI offers the continuity of expertise and personnel to make this happen: The key GSI personnel assigned to this project include Paul Sorensen, Nate Page, Tim Nicely, Andy Lapostol, and Lee Knudtson, all of whom have been intimately involved in this work for the past several years. Also, as we have for the last 7 years, we will partner with Sam Schaefer and GEI Consultants, Inc. (GEI), to ensure continuity with the same comprehensive team. We will again use BC Laboratories, an Environmental Laboratory Accreditation Program (ELAP)-certified analytical testing laboratory, to perform the laboratory water quality analyses.

This proposal focuses on the scope of work needed to complete quarterly monitoring of the NCMA sentry wells and prepare the 2020 Annual Report.

Thank you for the opportunity to continue working with you and the NCMA TG.

Sincerely,
GSI Water Solutions, Inc.

Paul A. Sorensen, PG, CHG, CEG
Principal Water Resource Consultant
psorensen@gsiws.com

Nate Page, PG
Managing Hydrogeologist
npage@gsiws.com
Statement of Understanding and Scope of Work

Statement of Understanding
The NCMA is one of three management areas in the adjudicated Santa Maria Groundwater Basin (SMGB). It is subject to several agreements and orders, including a Settlement Agreement (2002), Settlement Stipulation (2005), and Judgment After Trial (2008).

One of the obligations of the 2005 Stipulation requires the NCMA to produce an Annual Report. Per the stipulation, the report must summarize results of the NCMA's groundwater monitoring program, document changes in groundwater supplies, and identify threats to the groundwater resource. The report also must include a tabulation of area-wide water production by documenting the availability and use of imported water, return flow entitlement and use, availability and use of other developed water, and groundwater extractions.

For the past 7 years, Paul Sorensen, Nate Page, and Tim Nicely have assumed the lead roles to carry out the NCMA Annual Report projects, and we propose to continue those roles, as well as utilizing Lee Knudtson and Andy Lapostol, who have been integrally involved for the past several years, for the 2020 Annual Report. The continuity of staff will bring a familiarity and efficiency to the process that allows us to continue our established procedures for gathering and managing data, preparing the quarterly monitoring reports and Annual Report, and providing technical expertise to the TG.

Scope of Work
The following scope of work is based on the requirements in the 2016 Request for Proposals (RFP), as well as our experience preparing the Annual Reports and associated quarterly monitoring reports since 2010. Additionally, we are drawing on our work in other areas of the SMGB and our years of experience conducting similar work for our clients.

Task 1.1: NCMA Groundwater Monitoring and Report Schedule
The current contract for technical services related to the 2019 Annual Report will terminate on August 31, 2020. Assuming a Notice to Proceed (NTP) and authorization of the 2020 Annual Report project will be issued on or before September 1, 2020, we will provide a detailed schedule of all tasks, anticipated meetings, and report preparation efforts within 14 days. We have included a general schedule later in this proposal; a final schedule will be prepared and submitted in mid-September.

Task 1.2: Meetings
The NCMA TG holds monthly meetings to share data and results and foster collaboration. Paul Sorensen, GSI's project manager, will generally participate in the regularly scheduled meetings; Nate Page will also attend most meetings and will attend in lieu of Paul if unavoidable conflicts arise. Paul and/or Nate will also participate in the SMGB Management Area Technical Subcommittee Meetings, as well as any other coordination meetings. As needed, Paul and/or Nate will work with the NCMA project manager to prepare agenda items and follow up on action items. Tim and Sam Schaefer will participate in various meetings throughout the year when specifically beneficial to the project.
Task 1.3: NCMA Groundwater Monitoring and Water Quality Sampling

The NCMA is responsible for the collection of groundwater level measurements and water quality information from the NCMA monitoring network. The GSI team will complete four rounds of water level monitoring and water quality testing. The monitoring and testing will occur quarterly (October 2020, January 2021, April 2021, and July 2021) in coordination with the County of San Luis Obispo’s semiannual groundwater monitoring cycle and the NCMA municipalities’ historical groundwater monitoring schedule. We have conducted this work for the past 10 years and are thoroughly familiar with the process and procedures (and, perhaps more importantly, the potential problems and pitfalls).

During each sampling event, we will collect groundwater depth measurements in accordance with American Society for Testing and Materials (ASTM) Standard D4750-87, and groundwater water quality samples in accordance with ASTM standard D4448-1. We will use a variety of methods including low-flow methods in the case of the Oceano CSD monitoring wells. For each quarterly sampling event, field personnel will:

- Coordinate with BC Laboratories for delivery of sample bottles and arrange for a courier to ensure timely delivery of the samples to the laboratory.
- Collect synoptic field measurements of depth to water (in accordance with ASTM Standard D4750-87) from all 16 monitoring wells including:
  - 32S/12E-24B01 through -24B03 (North Beach Campground)
  - 32S/13E-30F01 through -30F03 (Highway 1)
  - 32S/13E-30N01 through -30N03 (Pier Avenue)
  - 12N/23W-36L01 and -36L02 (Oceano Dunes)
  - Four Oceano CSD monitoring wells
  - 12N/35W-32C03 (County Monitoring Well #3)
- Collect representative water samples from each of the 16 monitoring wells at 6 sites for the constituents listed in the RFP.

We will conduct sampling events as we have done previously. The project hydrogeologist will perform the sampling of the 16 wells using a combination of ISCO-type peristaltic pumps and a Grundfos RediFlo2 electric submersible pump as appropriate for each well. Each well will be purged in accordance with ASTM D4448-1 until clear water is produced and field-measured water quality parameters stabilize. Then we will collect samples in containers with appropriate preservatives, place them in iced coolers immediately following collection, and maintain them at the appropriate temperature for transportation to BC Laboratories. We will complete chain-of-custody documentation for all samples.

As part of our standard QA/QC procedures, the project and principal hydrogeologists will review data collected from the field and laboratory reports. We will red-flag and address any data not in compliance with ASTM standards for accuracy or reliability, and collect new data as necessary. We will enter all data that satisfies our QA/QC procedures in the NCMA groundwater database. The data also will be evaluated by the the GSI team (as discussed in Task 1.4) and compiled into a quarterly monitoring report for submittal to the TG.
Sensors that measure pressure (water level), temperature, and electrical conductivity are installed in several wells, including:

- 32S/12E-24B03 (North Beach Campground deep well)
- 32S/13E-30F03 (Highway 1 deep well)
- 32S/13E-30N02 (Pier Avenue deep well)
- 12N/23W-36L01 (Oceano Dunes middle well)
- 12N/23W-36L02 (Oceano Dunes deep well)
- 12N/35W-32C03 (County Monitoring Well #3)

Data from the transducers will be downloaded during quarterly monitoring. The transducers will be calibrated as needed, the data compensated for atmospheric pressure variation, and then referenced to the project elevation model. These data will be subjected to QA/QC procedures, then entered in the NCMA database.

Task 1.4: NCMA Groundwater Data Analysis

GSI team members will follow the same procedures and methodologies for data analysis that have been performed for the past 10 years. We will compile and review all data from quarterly groundwater measurements and laboratory analysis, as well as any applicable data collected by the County of San Luis Obispo. We also will collect and compile any data available from the NCMA agencies related to groundwater levels, well production, and water quality. The data will be evaluated and indications of potential hazards (such as well interference, water quality degradation, and seawater intrusion) will be identified. We will interpret data and will calculate and provide historical context of the Deep Well Index.

We will continue the collaborative efforts with the Nipomo Mesa Management Area (NMMA) TG to use basin-wide water level data (north of the Santa Maria River) to generate hydrographs and contour maps for the Annual Report displaying spring and fall conditions.

Representative plots of historical water quality time-series data for key constituents will be generated at wells with adequate control to show changes over time in mineral concentrations for those constituents, with special attention paid to coastal wells. The water quality data will be compiled, analyzed, and presented in various ways (time concentration plots and Piper [trilinear] diagrams).

We will summarize all of the data and document the analysis in the quarterly monitoring report sent to the NCMA TG within 5 weeks of the end of each quarterly monitoring event, and all of the data for the calendar year 2020 will be summarized in the Annual Report.

Task 1.5: Hydrologic Data Compilation

Several sets of hydrologic data are essential for preparation of the Annual Report. We will use the methodology that we modified and adopted in 2015, which improved our understanding of and confidence in the rainfall and evapotranspiration data, and which subsequently improved our ability to calculate an agricultural irrigation applied water estimate. Although we have been working on these Annual Reports for many years, we continue to look for ways to improve upon our data sources.
and methodology to create better or more efficient analysis. If we identify areas of improvement, we will consult with the NCMA project manager and either incorporate those improvements directly in our work or suggest the changes for subsequent Annual Reports, as appropriate.

**Task 1.6: NCMA Water Demand and Availability Analysis**

We will prepare a detailed analysis of water production, delivery, and availability within the NCMA. The data collection and analysis methodologies will be sufficient to determine land and water uses in the NCMA, sources of supply to meet those uses, groundwater availability, the amount and disposition of developed water supplies, and the amount and disposition of any other water supply sources within the NCMA. The approach and tabulation of results will be included in the Annual Report.

For preparation of the 2020 Annual Report, we intend to generally follow the established method that we have developed during the past several years for the NCMA monitoring program. In April 2016, however (for the 2015 Annual Report), we modified the approach to calculate applied irrigation for agricultural demand by developing a rigorous model using the Integrated Water Flow Model Demand Calculator (IDC). We believe that this methodology is much more representative of actual conditions because it accounts for specific climate conditions for the given year, soil properties specific to the area of interest, and the resulting spatial variation in evapotranspiration.

The NCMA has three major sources of water supply, which will be discussed and quantified in the 2020 Annual Report:

- **Lopez Reservoir.** All four municipalities in the NCMA receive water from Lopez Reservoir. We will compile data on the volume of the reservoir deliveries for each municipality and enter the data into the NCMA database.
- **State Water Project (SWP).** The City of Pismo Beach and Oceano CSD receive water from the SWP. Data on the volume of water delivered to these municipalities will be compiled in the NCMA database.
- **Groundwater.** NCMA records groundwater pumping data by location and volume. Non-urban domestic and agricultural groundwater pumping is estimated. These data will be compiled in the NCMA database.

**Threats to Water Supply**

Identified threats to NCMA’s water supply include statewide and local drought, potential reduction in amounts or reliability of SWP deliveries, the potential for declining water in Lopez Reservoir caused by drought, and seawater intrusion.

Several factors can affect availability and quality of water supplies. To understand the threats, we will track several factors and incorporate the potential threats, as appropriate:

- Local environmental issues
- Groundwater production and pumping in the NMMA, with resultant implications of subsurface inflow into the NCMA
- Phased importation of supplemental supplies into the NMMA
- Land use changes

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Task 1.7: 2020 NCMA Annual Report Preparation

Our first task related to the Annual Report preparation will be to prepare a schedule that details the monitoring events, meetings, report drafts, and final report submittal (as previously described in Task 1.1 of this proposal). This schedule will be submitted to the TG within 14 days of being awarded the contract.

Within 6 weeks of the NTP, we will prepare a draft outline of the 2020 Annual Report and submit it to the NCMA TG and the water rights counsel.

Building on our experience during the past 10 years, GSI team members will prepare an Administrative Draft Annual Report for the NCMA TG. The report will be based on data collected and analysis performed as described above, on other data that may become available, and on ongoing discussions with the NCMA TG and the NCMA project manager. The general outline of the Annual Report is expected to be:

- Executive Summary
- Introduction
- Basin Setting
  - Precipitation
  - Evapotranspiration
  - Geology and Hydrogeology
  - Groundwater Flow
- Groundwater Conditions
  - Groundwater Levels
  - Change in Groundwater in Storage
  - Water Quality
- Water Supply and Production/Delivery
  - Water Supply
  - Water Use
- Comparison of Water Supply v. Water Production
- Threats to Water Supply
- Management Activities

As a result of SGMA, a new component that was added, effective with submittal of the 2016 Annual Report, is the requirement to calculate a change in groundwater storage. We will likely follow the same methodology used in the 2019 Annual Report, in which we analyze water levels in the Alluvial Aquifer (occurring within the Cienega Valley) separately from water levels in the Deep Aquifer (consisting of the Paso Robles Formation and the Careaga Sandstone). As the project progresses, we will continue to assess whether there are any additional data available and whether the calculation methodology can be improved.

We recognize that other related information may be important to the NCMA TG, and we will incorporate additional information as appropriate.
We will send an electronic copy of the Administrative Draft Annual Report to the NCMA municipalities and water rights counsel at least 12 weeks before the submittal date of the final report. All comments on this administrative draft report will be noted and incorporated into the final Annual Report. In addition, a version with “Track Changes” will be provided to the TG to show the modifications of the Administrative Draft Report to the Draft Report.

GSI will send a draft Annual Report via e-mail to the NCMA TG 6 weeks before the submittal date of the final Annual Report. As with the Administrative Draft Annual Report, we will compile all comments on this draft report and incorporate them into the final Annual Report. In addition, a version with “Track Changes” will be provided to the TG to show the modifications of the Draft Report to the final Annual Report.

Before April 30, 2021, we will deliver an electronic copy of the final 2020 Annual Report to the NCMA TG and the water rights counsel. The water rights counsel then will be responsible for submitting the Annual Report to the Court.

Task 1.8: SGMA Report Preparation and Submittal

New in 2016 was an obligation to submit an online report and attendant data pursuant to the requirements of SGMA. As discussed earlier, the most significant impact that this new requirement has on the normal NCMA reporting process is the need to calculate change in groundwater in storage. Additionally, the deadline for SGMA reporting is April 1 of each year, which is a full month earlier than the deadline to submit the Annual Report. We will take into account the SGMA reporting deadline while compiling and analyzing the Annual Report data. We will be responsible for submitting the data and complying with the SGMA reporting process by March 30, 2021 through the DWR website.

Schedule

Meeting the NCMA’s schedule is a top priority for the GSI team. We have done so for the past 7 years without missing any of the deadlines, and we fully intend to continue that punctuality as we move forward. We will adhere strictly to the schedule outlined in the RFP through close management of the team and communication and coordination with the NCMA project manager, NCMA members, and the County of San Luis Obispo. Should any schedule deviation occur, the GSI team will address it immediately and convey a solution to the NCMA project manager.

A general schedule is outlined on the following page. We will provide a more detailed schedule of all tasks, anticipated meetings, and report preparation efforts within 14 days of the NTP, and we will prepare and submit a detailed report outline within 6 weeks of the NTP.
<table>
<thead>
<tr>
<th>Event</th>
<th>Milestone/ Work Product</th>
<th>Anticipated Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice to Proceed</td>
<td></td>
<td>09/01/2020</td>
</tr>
<tr>
<td>TG Meetings</td>
<td></td>
<td>Monthly, every 2nd Monday</td>
</tr>
<tr>
<td>Submittal to TG Committee</td>
<td>Detailed project schedule</td>
<td>09/15/2020</td>
</tr>
<tr>
<td>Submittal to TG Committee</td>
<td>Detailed draft report outline</td>
<td>10/13/2020</td>
</tr>
<tr>
<td>Groundwater Monitoring and Sampling Events</td>
<td>Data Collection.............</td>
<td>10/06-08/2020</td>
</tr>
<tr>
<td></td>
<td>Q4 report..................</td>
<td>11/12/2020</td>
</tr>
<tr>
<td></td>
<td>Data Collection...............</td>
<td>01/05-07/2021</td>
</tr>
<tr>
<td></td>
<td>Q1 report..................</td>
<td>02/11/2021</td>
</tr>
<tr>
<td></td>
<td>Data Collection...............</td>
<td>04/06-08/2021</td>
</tr>
<tr>
<td></td>
<td>Q2 report..................</td>
<td>05/13/2021</td>
</tr>
<tr>
<td></td>
<td>Data Collection...............</td>
<td>07/06-08/2021</td>
</tr>
<tr>
<td></td>
<td>Q3 report..................</td>
<td>08/12/2021</td>
</tr>
<tr>
<td>NMMA and SMVWA coordination</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>Draft Water Level Contour Maps to TG</td>
<td>April 2020 and October 2020</td>
<td>01/04/2021</td>
</tr>
<tr>
<td>Administrative Draft Annual Report</td>
<td>Admin Draft Annual Report to TG and water rights counsel</td>
<td>02/05/2021</td>
</tr>
<tr>
<td></td>
<td>Comments back from TG</td>
<td>02/26/2021</td>
</tr>
<tr>
<td>Draft Annual Report</td>
<td>Draft Annual Report to TG</td>
<td>03/19/2021</td>
</tr>
<tr>
<td></td>
<td>Comments back from TG</td>
<td>04/02/2021</td>
</tr>
<tr>
<td>SGMA Report</td>
<td>Submit online SGMA report to DWR</td>
<td>03/31/2021</td>
</tr>
<tr>
<td>Final Annual Report</td>
<td>Final Annual Report submitted to TG and counsel</td>
<td>04/30/2021</td>
</tr>
</tbody>
</table>
Fee Proposal

We will provide the services described above on a time and materials basis, with a **not-to-exceed base project fee of $193,632**. The 2020 Annual Report project fee includes a nominal (~3%) increase over the 2019 Annual Report project costs to incorporate a 3% GSI fee schedule increase. These costs are consistent and identical to the anticipated charges provided to you in March 2020 to allow you to plan future budgets.

For the 2016, 2017, 2018, and 2019 Annual Report projects, the NCMA agencies opted to include an 8% - 10% Technical Contingency Fee in addition to the base cost of the project work. These potential fees, which will only be charged if directly requested and authorized by the TG, cover such out-of-scope fees such as transducer replacement, consultation related to the adjudication litigation, and additional hydrogeologic investigations and analyses. For 2020, a Technical Contingency Fee of $17,350 is suggested (slightly less than 9% of base project fee), thus the total project cost, including base project fee of $193,632 plus Technical Contingency Fee of $17,350, will not exceed $210,982.

The following tables provide a cost breakdown by task, as well as details about associated expenses. Further detail about our proposed fee is available upon request.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Labor Costs</th>
<th>Expenses</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1.1: Groundwater Monitoring and Report Schedule</td>
<td>$930</td>
<td>-</td>
<td>$930</td>
</tr>
<tr>
<td>Task 1.2: Meetings</td>
<td>$33,780</td>
<td>$3,080</td>
<td>$38,118</td>
</tr>
<tr>
<td>Task 1.3: Groundwater Monitoring and Water Quality Sampling</td>
<td>$41,010</td>
<td>-</td>
<td>$68,349</td>
</tr>
<tr>
<td>Task 1.4: Groundwater Data Analysis</td>
<td>$18,660</td>
<td>-</td>
<td>$18,660</td>
</tr>
<tr>
<td>Task 1.5: Hydrologic Data Compilation</td>
<td>$3,540</td>
<td>$6,710</td>
<td>$10,250</td>
</tr>
<tr>
<td>Task 1.6: Water Demand and Availability Analysis</td>
<td>$11,400</td>
<td>$5,610</td>
<td>$17,010</td>
</tr>
<tr>
<td>Task 1.7: Annual Report Preparation</td>
<td>$28,200</td>
<td>$2,200</td>
<td>$30,400</td>
</tr>
<tr>
<td>Task 1.8: SGMA Report Preparation and Submittal</td>
<td>$9,915</td>
<td>-</td>
<td>$9,915</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$147,435</td>
<td>$17,600</td>
<td>$193,632</td>
</tr>
<tr>
<td>Technical Contingency Fee</td>
<td></td>
<td></td>
<td>$17,350</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td></td>
<td></td>
<td>$210,982</td>
</tr>
</tbody>
</table>
### Expense Details Per Task

<table>
<thead>
<tr>
<th>Task</th>
<th>Expenses</th>
<th>Rate</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1.2</td>
<td>Mileage</td>
<td>$0.58/mile</td>
<td>2169</td>
<td>$1,258</td>
</tr>
<tr>
<td>Task 1.3</td>
<td>Water Quality</td>
<td>$4,500/event</td>
<td>4</td>
<td>$19,800 (includes 10% markup)</td>
</tr>
<tr>
<td></td>
<td>Analysis</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Truck</td>
<td>$150/day</td>
<td>12</td>
<td>$1,800</td>
</tr>
<tr>
<td></td>
<td>Generator and</td>
<td>$800/event</td>
<td>4</td>
<td>$3,519 (includes 10% markup)</td>
</tr>
<tr>
<td></td>
<td>Pump Rental</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Field Crew per diem</td>
<td>$185/day</td>
<td>12</td>
<td>$2,220</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$28,597</strong></td>
</tr>
</tbody>
</table>

Note: No other tasks have associated expenses.

The cost of the work will be prorated among the NCMA group pursuant to the normal cost sharing agreement based on the fraction of groundwater allocation. The pro-rata basis for project fee cost-sharing is shown below:

<table>
<thead>
<tr>
<th>Base Project Fee</th>
<th>Contingency Fee</th>
<th>Total Project Fee (including contingency)</th>
<th>Fraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arroyo Grande</td>
<td>$60,026</td>
<td>$65,405.</td>
<td>0.31</td>
</tr>
<tr>
<td>Grover Beach</td>
<td>$61,962</td>
<td>$67,514.</td>
<td>0.32</td>
</tr>
<tr>
<td>Oceano CSD</td>
<td>$40,663</td>
<td>$44,306.</td>
<td>0.21</td>
</tr>
<tr>
<td>Pismo Beach</td>
<td>$30,981</td>
<td>$33,767.</td>
<td>0.16</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$193,632</strong></td>
<td><strong>$210,982</strong></td>
<td><strong>1.00</strong></td>
</tr>
</tbody>
</table>
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 City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from 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.

Business Auto Coverage on ISO Business Auto Coverage from 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 City for injury to employees of Consultant, subContractors
or others involved in the Work. The scope of coverage provided is subject to approval of City 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.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated 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 insurer that are admitted carriers in the state 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 City 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 City, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all Consultants, 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 City regardless of the applicability of any insurance proceeds, and to require all Consultants and subContractors to do likewise.

3. All insurance coverage and limits provided by Consultant 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 City or its 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 City 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 Consultant or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, 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 City's protection without City'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 City at or prior to the execution of this Agreement. 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, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

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, noncontributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure 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 and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in 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 City 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 and further agrees that it will not allow any Consultant, 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 City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City 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 City 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 City will negotiate additional compensation proportional to the increase benefit to City.

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 City to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

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 City 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 City, its 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 ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.