NOTICE

SPECIAL MEETING OF THE BOARD OF DIRECTORS
SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN
CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY
will be held on **THURSDAY, SEPTEMBER 10, 2026**, at 10:00 a.m.
at Buellton City Council Chambers, 140 West Highway 246, Buellton, California

Optional remote public participation is available via Telephone or ZOOM
To access the meeting via telephone, please dial: 1-669-444-9171 or via the Web at: **http://join.zoom.us**
"Join a Meeting" Meeting ID: 898 7459 4293 Meeting Passcode: 740910

Director Mike Anderson will be attending the meeting via teleconference from the following location:
3407 Sacramento Street, San Francisco, CA 94118. Members of the public may join Director Jordan at that location.

***** Please Note *****
The above teleconference option for public participation is being offered as a convenience only and may limit or otherwise prevent your access to and participation in the meeting due to disruption or unavailability of the teleconference line. If any such disruption of unavailability occurs for any reason the meeting will not be suspended, terminated, or continued. Therefore in-person attendance of the meeting is strongly encouraged.

AGENDA OF SPECIAL MEETING

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment (Any member of the public may address the Committee relating to any non-agenda matter within the Committee's jurisdiction. The time allotted for each individual shall not exceed five minutes. No action will be taken by the Committee at this meeting on any public comment item.)
4. Consent Agenda – Routine Items for approval or rejected in single motion without separate discussion. Consent items can be removed and placed on the Regular Agenda for discussion and possible action upon request by a Director
   a. Minutes of the Regular Meeting of May 18, 2026
   b. Quarterly Financial Reports and Warrant List
5. Review and consider approval of Engagement Letter received from Moss, Levy, Hartzheim, LLP for GSA Single Year Audit of Fiscal Year 2025-26 and consider approval of conducting single-year audits in lieu of two-year audits
6. Receive presentation from Stetson Engineers on the August 2026 Periodic Review and Assessment of the CMA GSA Groundwater Sustainability Plan ("GSP"), Public Draft, and consider approval of staff recommendation to not prepare a GSP Amendment concurrently with the CMA GSP Periodic Evaluation
7. Receive update on Grant Components 2 & 5 and consider scope modifications to existing EKI contract
8. Review and consider approval of Public Works Contract with low-bid Drilling Contractor for Prop 68 Grant Component 5 Monitoring Program Improvements and authorize Plan Manager to issue Notice of Award and otherwise administer contract
9. Review amended Conflict of Interest Code and consider approval of Resolution No. 2026-03, ANNOUNCING INTENT TO ADOPT AN AMENDED CONFLICT OF INTEREST CODE AND ESTABLISHING A COMMENT PERIOD
10. CMA Updates
    a. Small GSA Coalition and potential Prop 4 grant funding
    b. Discuss revising day/time of CMA GSA regular meetings, effective January 1, 2027
    c. Legal Counsel Updates
11. Next CMA GSA Regular Board meeting is Monday, November 16, 2026, 10 AM at Buellton CCC
12. CMA GSA Board member reports and requests for future agenda items
13. Adjournment

[This agenda was posted 24 hours prior to the scheduled regular meeting at 3669 Sagunto Street, Suite 101, Santa Ynez, California, and SantaYnezWater.org in accordance with Government Code Section 54954. In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Santa Ynez River Water Conservation District at (805) 693-1156. Advanced notification as far as practicable prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

MEETING MINUTES

Santa Ynez River Valley Groundwater Basin
Central Management Area Groundwater Sustainability Agency
Regular Meeting of the Board of Directors
May 18, 2026

A regular meeting of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (CMA GSA) Board of Directors was held on Monday, May 18, 2026, at 10:00 a.m., at the City of Buellton, City Council Chambers, 140 West Highway 246, Buellton, California.

Directors Present: Robert Dunlap, and John Sanchez

Non-Voting Directors Present: Mike Anderson, and Acting Alternate Meighan Dietenhofer

Others Present (In Person): Bill Buelow, Rose Hess, Simone, and Amber Thompson

Others Present (Teleconference): John Fio (EKI Water & Environment), Leonard Fleckenstein, Theresa Jurotich (Raftelis), Curtis Lawler (Stetson Engineers), Chris Padilla (Moss, Levy, Hartzheim), Sudhir Pardiwala (Raftelis), and Legal Counsel Steve Torigiani (Young Wooldridge)

1. Call to Order and Roll Call

CMA GSA Board Chair Sanchez called the meeting to order at 10:00 a.m. Mr. Buelow called roll. Three Directors and one Acting Alternate Director were present providing a quorum.

2. Pledge of Allegiance

Chair Sanchez led the Pledge of Allegiance.

3. Public Comment

There were no public comments.

4. Receive presentation by Moss, Levy, Hartzheim, LLP and file the Fiscal Year 2024-25 and Fiscal Year 2025-26 Independent Auditor's Reports and Reports on Internal Controls

Mr. Padilla, Moss, Levy, Hartzheim, LLP, presented the Reports of Independent Auditors and Financial Statements with Required Supplementary Information for the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency for the fiscal years ended June 30, 2024 and June 30, 2025. Discussion followed. There were no public comments.

Director Sanchez made a **MOTION** to accept and file the financial audit reports for fiscal years ended June 30, 2024 and June 30, 2025. Director Dunlap seconded the motion. The motion passed unanimously by voice vote.

Mr. Padilla left the meeting.

5. Consent Agenda

a. Minutes of the Regular Meeting of February 23, 2026

b. Minutes of the Joint GSAs Special Meeting of March 13, 2026

c. Quarterly Financial Reports and Warrant List

Director Sanchez made a **MOTION** to approve the Consent Agenda Items 5.a., 5.b., and 5.c. (January, February, and March 2026 Warrant List: Checks 1130-1152 plus one ACH transaction, totaling $154,671.91), as presented. Director Dunlap seconded the motion. The motion passed unanimously by voice vote.

6. Consider approval of Amendment No. 1 to Administrative Services Agreement between the CMA GSA and SYRWCD

Mr. Buelow introduced Amendment No. 1 to the Administrative Services Agreement between the Santa Ynez River Water Conservation District and the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency. Mr. Torigiani noted the only change was to the SYRWCD Rate Schedule on Exhibit A. Discussion followed. There were no public comments.

Director Sanchez made a **MOTION** to approve Amendment No. 1 to the Administrative Services Agreement between the Santa Ynez River Water Conservation District and the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency, as presented. Director Dunlap seconded the motion. The motion passed unanimously by voice vote.

7. Review and consider approval of FY 2026-2027 Budget

Mr. Buelow presented the CMA GSA Fiscal Year 2026-2027 Budget. Discussion followed. There were no public comments.

Director Sanchez made a **MOTION** to approve the CMA GSA Fiscal Year 2026-2027 Budget, as presented. Director Dunlap seconded the motion. The motion passed unanimously by voice vote.

8. Consider adoption of CMA Resolution No. 2026-01, Setting Groundwater Management Fee and Requesting Collection of Groundwater Management Fee for FYE 2027 in the Same Manner as Municipal Ad Valorem Taxes

Mr. Buelow introduced CMA Resolution No. 2026-01, Setting Groundwater Management Fee and Requesting Collection of Groundwater Management Fee for FYE 2027 in the Same Manner as Municipal Ad Valorem Taxes. Staff's recommendation to meet the CMA GSA budget requirements was to keep the Fiscal Year 2026-2027 charges the same as was set for Fiscal Year 2025-2026 and not increase to the maximum charges previously approved and authorized by CMA Resolution No. 2025-02. Discussion followed. There were no public comments.

Director Sanchez made a **<u>MOTION</u>** to approve CMA Resolution No. 2026-01, Setting Groundwater Management Fee and Requesting Collection of Groundwater Management Fee for FYE 2027 in the Same Manner as Municipal Ad Valorem Taxes, setting the FYE 2027 Groundwater Management Fee with the Acreage Charge of $2.08 per acre and the Extraction Charge of $63.32 per acre-foot. Director Dunlap seconded the motion. The motion passed by the following roll call vote:

AYES, Directors: Dunlap and Sanchez
NOES, Directors: None
ABSENT, Directors: None

Mr. Pardiwala and Ms. Jurotich left the meeting.

9. Consider adoption of CMA Resolution 2026-02 Establishing a Process to Appeal Calculation of the CMA GSA's Groundwater Management Fee

Mr. Buelow introduced CMA Resolution No. 2026-02, Establishing a Process to Appeal Calculation of the CMA GSA's Groundwater Management Fee. He reported there were no appeals received in 2025-2026 but a process is needed to follow in the event anyone does appeal the groundwater management fee. Mr. Torigiani added that the focus of the appeal process is if there was an error with the calculation of the fees and specifies the process to follow. Discussion followed. There were no public comments.

Director Sanchez made a **<u>MOTION</u>** to approve CMA Resolution No. 2026-02, Establishing a Process to Appeal Calculation of the CMA GSA's Groundwater Management Fee, as presented. Director Dunlap seconded the motion. The motion passed by the following roll call vote:

AYES, Directors: Dunlap and Sanchez
NOES, Directors: None
ABSENT, Directors: None

10. Presentations to the Board – Stetson Engineers

a. <u>2026 Spring Groundwater Monitoring Results and Grant Component 4 (Stetson)</u>

Mr. Lawler, Stetson Engineers, presented an update on the 2026 Spring groundwater monitoring results. Discussion followed.

The Board recessed from 11:20 a.m. to 11:50 p.m.

The meeting resumed, continuing with an update provided by Mr. Lawler and discussion on Grant Component 4 GSP periodic update. There were no public comments and no action was taken.

b. <u>Grant Components 2 and 5 (EKI)</u>

Mr. Fio (EKI Water & Environment) presented an update on Grant Component 2 (groundwater extraction demonstration projects) in the CMA and WMA. Discussion followed. There were no public comments and no action was taken.

11. **CMA Updates**

a. **WY 2025-2026 Annual Report Planning**

Mr. Buelow provided an update on Water Year 2025-2026 annual reporting requirements, DWR's new process for data upload, and requirement of a single annual report for the Basin. Discussion followed.

The Board directed staff to make the process as efficient as possible for cost savings with preparation of the annual report, work with other GSAs to prepare a RFP for Basin Single Annual Report based on DWR requirements, and indicated they would support using one consultant to prepare a single Basin report for all three GSAs, if cost efficiency is achieved.

b. **CMA SGMA Groundwater Management Fee Collection**

Mr. Buelow provided an update on CMA GSA Groundwater Management Fees invoiced, received, and amount due through the County Tax Roll for Fiscal Year 2024-25.

c. **Small GSA Coalition**

Mr. Buelow provided an update on the efforts of the Small GSA Coalition and possible availability of $3.5 million of Proposition 4 grant funds for small GSAs. Discussion followed.

d. **The Faces of SGMA Implementation Summit - GRA**

Mr. Buelow informed the Board of the SGMA Conference to be held June 2-3, 2026 in Clovis, CA. Discussion followed. The Board authorized Mr. Buelow to attend if his schedule would allow.

e. **Website service for accessible PDFs**

Ms. Thompson presented information regarding DocAccess. Discussion followed. The Board authorized Mr. Buelow to execute agreement document.

Mr. Buelow left the meeting at 12:10 p.m.

12. **Next Special Basin-Wide Joint Meeting is tentatively scheduled for Friday, June 12, 2026, 9:00 AM at Buellton City Council Chambers**

The next Basin-wide Joint GSAs Special meeting is tentatively scheduled for Friday, June 12, 2026, at 9:00 a.m., at the Buellton City Council Chambers, 140 West Highway 246, Buellton, California.

13. **Next CMA GSA Regular Board Meeting is Monday, August 24, 2026, 10:00 AM, at Buellton CCC**

The next CMA GSA Board regular meeting is scheduled to be held on Monday, August 24, 2026, at 10:00 a.m. at the Buellton City Council Chambers, 140 West Highway 246, Buellton, California.

14. CMA GSA Board of Directors Reports and Requests for Future Agenda Items

There were no reports or requests from Directors.

15. Adjournment

Chair Sanchez adjourned the meeting at 12:39 p.m.

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Robert Dunlap, Vice-Chair Amber Thompson, Secretary

CMA GSA
Balance Sheet
As of June 30, 2026

	Jun 30, 26
ASSETS	
Current Assets	
Checking/Savings	
1150 · Five Star Bank Checking #5943	240,415.59
Total Checking/Savings	240,415.59
Accounts Receivable	
1200 · Accounts Receivable	3,427.21
Total Accounts Receivable	3,427.21
Other Current Assets	
1300 · Grant Receivable	56,115.07
1620 · Due from EMA	22,832.75
1630 · Due from WMA	21,275.25
Total Other Current Assets	100,223.07
Total Current Assets	344,065.87
TOTAL ASSETS	**344,065.87**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	55,058.37
Total Accounts Payable	55,058.37
Other Current Liabilities	
2501 · Loan from SYRWCD	218,875.54
2503 · Loan from City of Buellton	175,000.00
Total Other Current Liabilities	393,875.54
Total Current Liabilities	448,933.91
Total Liabilities	448,933.91
Equity	
3000 · Ret Earnings	97,148.99
32000 · Retained Earnings	-203,135.04
Net Income	1,118.01
Total Equity	-104,868.04
TOTAL LIABILITIES & EQUITY	**344,065.87**

CMA GSA
Profit & Loss YTD Comparison
April through June 2026

	FY 25-26 4th Quarter Apr - Jun 26	FY 25-26 to date Jul '25 - Jun 26
Income		
4100 · GW Management Fees	905.09	196,940.86
4500 · Grant Revenue	56,115.07	223,063.16
4600 · Interest Income	326.00	416.92
Total Income	57,346.16	420,420.94
Gross Profit	57,346.16	420,420.94
Expense		
5200 · GSA Management/Admin	17,091.25	34,814.90
5320 · Office Expense (incl postage)	0.00	39.00
5330 · Outside Staff Support	500.00	2,000.00
5350 · Public Relations	0.00	121.80
5360 · Insurance	0.00	4,892.55
5365 · Dues, Memberships	2,500.00	2,500.00
5400 · GW Management Fees Collection	617.50	9,991.00
5800 · Legal Services	7,310.53	15,937.92
6100 · Stakeholder Engagement	0.00	1,440.00
6301 · Basin - GSPs Action Plan	0.00	4,334.72
6310 · Basin Monitor Network	6,003.00	9,153.25
6311 · CMA - Basin Monitor Network	7,933.00	22,135.25
6400 · Annual Report	9,938.73	26,227.48
6450 · Basin Annual Report	4,200.00	4,200.00
6501 · GSP Impl - Well Meas/Report	22,477.50	65,052.25
6502 · GSP Impl - Rate Study	4,301.25	4,448.75
6503 · GSP Impl - GSP 5 yr Update	17,608.98	142,664.21
6504 · GSP Impl - Monitoring Network	15,067.05	68,698.85
6510 · General Eng. Support	651.00	651.00
Total Expense	116,199.79	419,302.93
Net Income	**-58,853.63**	**1,118.01**

SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN

CENTRAL MANAGEMENT AREA (CMA)

GROUNDWATER SUSTAINABILTY AGENCY

APRIL 2026 WARRANT LIST FOR BOARD APPROVAL

NUMBER	DATE	PAYEE	DESCRIPTION		AMOUNT
1153	04/10/26	EKI Environment & Water	January 2026 GSP Implementation Consulting Services. Grant Component: #2 -Well Extraction Measurement Demonstration Projects & Component #5 - Monitoring Improvement and Expansion	$	5,395.25
1154	04/10/26	Stetson Engineers	Ferbruary 2026 Engineering Service: GSP Implementation Grant Component: #4 - CMA WY2025 Annual Report	$	4,928.79
1155	04/10/26	Young Wooldridge	March 2026 Legal Services	$	647.50
1156	04/10/26	Geosyntec Consultants	FBO BASIN: February 2026 GSP Implementation Consulting Services. Grant Component #5- Monitoring Network Improvement and Expansion (CMA: $3,172.84; EMA: $2,881.83; WMA: $2,472.83)	$	8,527.50
1157	04/10/26	Stetson Engineers	Ferbruary 2026 Engineering Service: GSP Implementation Grant Component: #4 - Basin WY2025 Annual Report (CMA: $2,370.83; EMA: $2,370.83; WMA: $2,370.84)	$	7,112.50
1158	04/10/26	Santa Ynez River Water Conservation District	March 2026 Administrative Services & Groundwater Management Fee Processing - includes grant reimbursable charges for Comp. #4 $1,113.75 & Comp. #5 $23.75	$	6,183.75
			MONTH TOTAL	**$**	**32,795.29**

MAY 2026 WARRANT LIST FOR BOARD APPROVAL

NUMBER	DATE	PAYEE	DESCRIPTION		AMOUNT
ACH	05/04/26	State of California, Dept. Fish & Wildlife	2026 LSA, License #35705873. Stream Gauge Installation	$	3,041.05
1159	05/12/26	EKI Environment & Water	February and March 2026 GSP Implementation Consulting Services. Grant Component: #2 -Well Extraction Measurement Demonstration Projects. Grant Component #5 - Monitoring Improvement and Expansion	$	13,803.00
1160	05/12/26	Stetson Engineers	November 2025 Engineering Service: GSP Implementation Grant Component: #4 - CMA WY2025 Annual Report	$	3,896.19
1161	05/12/26	Young Wooldridge	April 2026 Legal Services	$	2,162.50
1162	05/12/26	Geosyntec Consultants	FBO BASIN: March 2026 GSP Implementation Consulting Services. Grant Component #5- Monitoring Network Improvement and Expansion (CMA: $1,135.83; EMA: $2,303.09; WMA: $1,908.08)	$	5,347.00
1163	05/12/26	Stetson Engineers	March 2026 Engineering Service: GSP Implementation Grant Component: #4 - Basin WY2025 Annual Report (CMA: $1,829.17; EMA: $1,829.17; WMA: $1,829.16) Invoice over budget - balance not paid: $765.00	$	5,487.50
1164	05/12/26	Santa Ynez River Water Conservation District	April 2026 Administrative Services & Groundwater Management Fee Processing - includes grant component charges for Comp. #5 $515.00	$	4,912.50

			MONTH TOTAL	**$**	**38,649.74**

JUNE 2026 WARRANT LIST FOR BOARD APPROVAL

NUMBER	DATE	PAYEE	DESCRIPTION		AMOUNT
ACH	06/03/26	Pacific Policy Group	January 1, 2026 - June 30, 2026 Lobbying Services for Small GSA Coalition	$	2,500.00
1165	06/15/26	Stetson Engineers	April 2026 Engineering Service: GSP Implementation Grant Component: #4 - GSP 5-Year Update	$	312.14
1166	06/15/26	Santa Ynez River Water Conservation District	May 2026 Administrative Services & Groundwater Management Fee Processing - includes grant component charges for Comp. #5 $47.50	$	7,158.75
1167	06/15/26	Valley Bookkeeping	Quarterly Bookkeeping (April, May, and June 2026)	$	500.00
1168	06/15/26	Young Wooldridge	May 2026 Legal Services	$	4,440.00
			MONTH TOTAL	**$**	**14,910.89**

TOTAL CHECKS THIS QUARTER: $ 86,355.92

Moss, Levy & Hartzheim LLP
Certified Public Accountants

August 7, 2026

To Bill Buelow, Plan Manager

Santa Ynez River Valley Groundwater Basin
Central Management Area Groundwater Sustainability Agency
P.O. Box 719
Santa Ynez, CA 93460

We are pleased to confirm our understanding of the services we are to provide Central Management Area Groundwater Sustainability Agency (the "GSA") for the fiscal year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the business-type activities and the major enterprise fund of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency, including the related notes to the financial statements, as of and for the fiscal year ending June 30, 2026, which collectively comprise the GSA's basic financial statements. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the GSA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the GSA's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Budgetary Comparison Schedule

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the GSA and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the government’s ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the GSA’s compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the GSA in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report. You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United

States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the GSA; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Moss, Levy & Hartzheim LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Moss, Levy & Hartzheim LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Adam V. Guise, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 1, 2026, and to issue our reports no later than February 15, 2027.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $11,050. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Central Management Area Groundwater Sustainability Agency's financial statements. Our report will be addressed to management of Central Management Area Groundwater Sustainability Agency. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the GSA is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Central Management Area Groundwater Sustainability Agency and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Moss, Levy & Hartzheim LLP

Moss, Levy & Hartzheim LLP

RESPONSE:

This letter correctly sets forth the understanding of Central Management Area Groundwater Sustainability Agency.

Management signature: ______________________________

Title: ______________________________

Date: ______________________________

Governance signature: ______________________________

Title: ______________________________

Date: ______________________________

SYRVGB Central Management Area Groundwater Sustainability Agency
MEMORANDUM

DATE: September 10, 2026

TO: CMA GSA Board of Directors

FROM: Amber Thompson, Plan Manager Representative

SUBJECT: **Agenda Item #8:** Review and consider approval of Public Works Contract with low-bid Drilling Contractor for Prop 68 Grant Component 5 Monitoring Program Improvements and authorize Plan Manager to issue Notice of Award and otherwise administer contract

Purpose

The purpose of this Staff Report is to provide the Board of Directors (Board) of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency ("CMA GSA") with the recommendation to award a Public Works Contract for monitoring well and piezometer installation to BC2 Environmental, LLC.

Discussion

As part of Prop 68 Grant Agreement No. 4600015625 (Component 5), the CMA GSA is required to publicly advertise and award a public works contract for the installation and development of a monitoring well and piezometer within the Central Management Area of the Santa Ynez River Valley Groundwater Basin. The procurement was conducted in accordance with the Uniform Public Construction Cost Accounting Act (California Public Contract Code § 22000 et seq.), with Geosyntec Consultants administering the bid process as required under its hydrogeology consultant contract. An Invitation to Bid was publicly advertised on July 24, 2026, with bids due on August 14, 2026. Three bids were received from the following firms:

- ABC Liovin Drilling, Inc. – $246,600.00
- **BC2 Environmental – $139,572.00**
- Gregg Drilling, LLC – $141,642.50

BC2 Environmental, LLC submitted the lowest responsive and responsible bid of $139,572. BC2 Environmental, LLC holds a valid California C-57 Well Drilling Contractor license and has demonstrated relevant experience on comparable public agency projects. Geosyntec reviewed all bids for responsiveness and determined BC2 Environmental, LLC to be the lowest responsible bidder. A copy of Geosyntec's bid evaluation is included as Attachment A.

Recommendation

Approve and authorize Plan Manager or Board Member to execute a Public Works Contract with BC2 Environmental, LLC in the amount of $139,572 for installation of a monitoring well and piezometer within the SYRVGB Central Management Area and authorize Plan Manager to issue Notice of Award to BC2 Environmental, LLC and otherwise administer the contract.

Attachments

Attachment A: CMA GSA Drilling Contractor Bid Evaluation Sheet
Attachment B: Public Works Contract

Attachment A

CMA GSA Drilling Contractor Bid Evaluation Sheet

General Information			
Contractor Name	**Gregg Drilling LLC**	**BC2 Environmental**	**ABC Liovin**
Contact Info	Kandice Hulguin	Diego Torices	Alex Fuentes
Date & Time Received	8/14/2026 16:55	8/14/2026 12:58	8/14/2026 16:44
GSA Contracts Bidding On	CMA, EMA, WMA	CMA, EMA, WMA	CMA, EMA, WMA
Contractor Cost - CMA GSA	$ 141,641.50	**$ 139,572.00**	$ 246,600.00
Checklist			
Complete & Signed Bid Schedule	yes	yes	yes
Non-Collusion Statement	yes	yes	yes
Bid-bond Form (confirm receipt by 8/21)	yes	yes	yes
Two Public Agency References	yes	yes	yes
C-57 License Proof	yes	yes	yes
List of Subcontractors	yes	yes	yes
List of Material/ Equipment	yes	yes	yes
Acknowledgement/ Acceptance of Insurance Requirements	yes	yes	yes
Health & Safety Metrics	yes	yes	yes
Proof of Workers Comp	yes	yes	yes
Cost Estimate Included?	yes	yes	yes
Review			
CMA MW Sub Total	$89,292	$99,386	$152,140
Number of Days	4	5	5
Drilling Method	Sonic	Mud-Rotary	Sonic
Daily Drilling Crew Fee	$2,250	$6,500	$1,850
Drilling cost per foot	$125	$58	$225
CMA PZ Sub Total	$38,847	$32,361	$80,235
Number of Days	2	2	2
Drilling Method	HSA	HSA	HSA
Daily Drilling Crew Fee	$2,250	$5,250	$1,850
Drilling cost per foot	$84	$35	$185
CMA Total MW & PZ (all-in)	$141,642	$139,572	$246,600

AGREEMENT

Santa Ynez River Valley Groundwater Basin Well Point Installation Project – Central Management Area (CMA)

This Contract is made this _______ day of ____________(month), 2026, between the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency ("GSA") and BC2 Environmental, LLC ("Contractor"). GSA and Contractor may be collectively referred to as "Parties" and individually as a "Party."

RECITALS

A. GSA is a public entity organized under the laws of the State of California, including the Joint Exercise of Powers Act (Government Code section 6500, et seq.) and the Sustainable Groundwater Management Act (Water Code section 10720, et seq.), with power to contract for services necessary to achieve its purposes.

B. GSA desires to engage Contractor for performance of the following public work of improvement Santa Ynez River Valley Groundwater Basin Well Point Installation Project (the "Project" or the "Work").

C. Contractor represents that it is a licensed contractor pursuant to section 7000 et seq. of the Business and Professions Code in the following classification(s) C-57 which it shall maintain for the duration of the Contract.

D. Contractor further represents that it has examined and is fully familiar with all of the provisions of the Contract Documents; that it has satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, and all other matters which can in any way affect the Work or the cost thereof.

E. Contractor has submitted a bid, incorporated herein by this reference, to perform all work and furnish the labor, supervision, materials and equipment, and operations necessary and required to complete the Project in strict accordance with the provisions of the Contract Documents, and at the prices stated.

F. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which the Contractor shall complete the Project.

SECTION 1 - SCOPE

A. Contractor shall furnish all necessary construction, management, supervision, labor, materials, tools, supplies, equipment, plans, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

The Project's objective is to address data gaps identified in the groundwater monitoring network within the GSA through installation of one monitoring well and one piezometer (collectively referred to as monitoring points) at two different locations in the Santa Ynez River Valley Groundwater Basin (SYRVGB) Central Management Area (CMA). This will specifically include the following general scope. Further details of the scope are included in the Bid Documentation.

- CMA GSA: Installation of one monitoring well (up to depth of 240 feet bgs) and one piezometer (up to depth of 100 feet bgs).

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

1. Submit any required samples, equipment specifications, certificates, operations and maintenance instructions, guarantees, health and safety plan, and other submittals no later than 15 working days after the date GSA issues a Notice to Proceed and before the preconstruction meeting.

2. Submit a list of any permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the required date for the receipt of the permit.

3. Protect all materials to be used in the Work in accordance with the specifications.

4. Protect existing facilities and personal property.

5. Attend a preconstruction conference with GSA to discuss schedule, access, sequence of work, and other issues.

6. If requested by GSA, prepare and submit a written daily activity report to GSA for each day on which work is performed, including weekends and holidays when worked, and submit reports to GSA no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.

7. The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.

8. Coordinate with GSA-scheduled events.

9. The Contractor is responsible for researching and complying with all applicable laws and regulations, including local laws, regulations and codes, and agencies and jurisdictions that regulate and govern the Work, and obtaining all permits, licenses and approvals required for Contractor and any subcontractors to complete the Work.

10. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

11. Contractor shall ensure that all Work is performed in compliance with all requirements of the Grant Agreement between the State of California (Department of Water Resources) and Santa Ynez River Water Conservation District, Agreement Number 4600015625, Sustainable Groundwater Management Act (SGMA) Implementation Grant, dated January 19, 2024, as amended, hereinafter, the "Grant Agreement," as applicable to the Work, which is a portion of Component 5 of the Grant Agreement. A true and correct copy of the Grant Agreement is

Attachment E hereto and incorporated herein by this reference. Without limiting the scope of the foregoing, Contractor shall: maintain books and records relative to the work for 3 years after final disbursement of proceeds under the Grant and make the books and records available for State auditor's inspection, and post credit signage at the work site, all as required by Sections D.1, D.2, and D.5 of Exhibit D of the Grant Agreement; prepare and submit to the GSA all Health and Safety Plan(s) and traffic control plan(s) prior to commencement of any construction as required by the Grant Agreement; comply with Section D.16. of Exhibit D of the Grant Agreement regarding Drug-Free Workplace Certification; permit the Department of Water Resource of the State of California the right to inspect the work being performed at any and all reasonable times, and such right shall be incorporated in all of Contractor's contract and subcontracts relating to the work, as required by Section D.25 of Exhibit D of the Grant Agreement; comply with Section D.26. of Exhibit D of the Grant Agreement regarding Labor Code Compliance; comply with Section D.39 of Exhibit D of the Grant Agreement regarding suspension/debarment for false certification; and comply with Section D.28 of Exhibit D of the Grant Agreement regarding Nondiscrimination.

B. The following documents are incorporated into and made part of this Contract by this reference:

All Bid Documentation including
Advertisements
Contractor's Proposal and related
Documents
Contractor's Licensing Statement
Non-Collusion Affidavits
Notice of Intent to Award
Notice(s) of Award
Notice(s) to Proceed
Insurance Requirements (Attachment A)
Designation Of Subcontractors Form
(Attachment B)
Public Works Contractor Registration Certification
(Attachment C)
Payment and Performance Bonds (Attachment D)
Grant Agreement (Attachment E)
Contractor's Proposal/Schedule of Pay Items
Plans, Drawings, and Specifications
General and Special Conditions
Appendices and Addenda
Change Orders issued in accordance with the Contract Documents. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Contract, Insurance Requirements, Construction Bid Package (also referred to as Technical Specifications), Plans, Invitation to Bid (also referred to as Standard Specifications), Contractor's Proposal/Schedule of Pay Items.

C. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the Contract Documents, the more stringent requirements shall govern.

SECTION 2 - PRICE

A. GSA agrees to pay, and Contractor agrees to accept, the sum of one hundred thirty-nine thousand, five hundred and seventy-two Dollars ($139,572.00) (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by GSA, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted.

B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. GSA shall make payment within ninety (90) days of receipt of an undisputed payment application, less five percent retention. GSA shall release the retained funds (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date GSA accepts the Work. Pursuant to Public Contract Code section 22300, for monies earned by the Contractor and withheld by GSA to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code section 22300.

If any of the Work is to be paid based on unit prices, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by GSA, for unit price items listed, if any, in the Schedule of Pay Items. Following GSA's acceptance of the Work, the Contractor shall submit to GSA a written statement of the final quantities of unit price items for inclusion in the final payment request. GSA shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment. GSA makes no representation that the actual quantities of work performed will not vary from the estimates

C. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to GSA, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code sections 8132, 8134, 8136 and 8138) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.

D. In accordance with California Public Contract Code Section 22300, GSA will permit the substitution of securities for any monies withheld by GSA to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with GSA, or with a state or federally chartered bank in California as the escrow agent, and thereafter GSA shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time GSA has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The escrow agreement used for the purposes of this Section shall be in the form provided by GSA.

SECTION 3 - ENTIRE AGREEMENT

This Contract represents the entire agreement between GSA and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

SECTION 4 - TIME

A. Contractor shall complete the Project no later than 90 **days** following GSA's issuance of the Notice to Proceed (the "Contract Time").

B. Contractor shall provide GSA with scheduling information in a form acceptable to GSA, including any changes made by GSA in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.

C. If Contractor fails to complete the Project within the Contract Time, GSA will sustain damage. It is and will be impracticable to determine the actual damage which GSA will sustain in the event of and by reason of such delay; therefore, Contractor will pay to GSA a sum of $1,000 for each and every calendar day beyond expiration of the Contract Time. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that GSA may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

D. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, GSA shall have the right to extend the Contract Time or not, as may seem best to serve the interests of GSA; and if it decides to extend Contract Time, GSA shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.

E. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, provided that the Contractor shall within three (3) days from the beginning of any such delay, notify GSA, in writing of the causes of delay. GSA shall ascertain the facts and the extent of delay, and its findings thereon shall be final and conclusive.

F. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of GSA, Contractor must give GSA written notice of the commencement of delay within three (3) days of its occurrence.

SECTION 5 - LABOR

A. Prevailing Wages. The Contract is subject to California Labor Code Sections 1720 et seq., and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. The Contractor and each subcontractor shall forfeit as a penalty to GSA not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

B. Employment of Apprentices. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Payroll Records. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to GSA, forfeit One Hundred Dollars ($100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

D. Public Works Contractor Registration

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Contractor shall execute the Public Works Contractor Registration Certification attached hereto as Attachment C, attesting to the facts contained therein. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

E. Hours Of Work.

1. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to GSA, twenty-five dollars ($25) for each

worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815.

2. If Contractor requests overtime work in which GSA will incurs costs, Contractor shall be responsible for payment of GSA's costs incurred in connection with the overtime work. GSA will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, GSA may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

F. Labor Compliance. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

G. Labor Certification. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

H. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

SECTION 6 - CHANGES IN WORK

A. Contractor shall make no changes in the Work without written direction from GSA. Contractor shall not be compensated for any change made without GSA's written direction, i.e., a Change Order. No changes in the work covered by this Contract shall exonerate any surety or any bond given in connection with this Agreement.

B. If GSA directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;

2. By a combination of existing and new unit prices and related quantities for the changed work;

3. Time and Materials, calculated as set forth in Section 6(C), below; or

4. By mutual acceptance of a lump sum.

C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof.

3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in the California Department of Transportation official equipment rental rate schedule which is in effect on the date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.

    (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.

    (b) Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.

    (c) Individual pieces of equipment or tools having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools.

4. Work Performed by Special Forces or Other Special Services: When GSA and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

5. Overhead Defined. The following constitutes charges that are deemed included in

overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.

6. Overhead And Profit For Time And Materials. For work Contractor performs on Time and Materials at GSA's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.

(a) Overhead and profit on labor shall be fifteen percent (15%).

(b) Overhead and profit on materials shall be fifteen percent (10%).

(c) Overhead and profit on equipment rental shall be ten percent (10%).

(d) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.

(e) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

D. If GSA directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, GSA will make a reasonable adjustment to the Contract Time.

SECTION 7 - CLAIMS AND DISPUTES

A. If any dispute shall arise between GSA and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to GSA within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

B. If a claim cannot be resolved through direct discussions between GSA and Contractor, disputes for $375,000 or less shall be handled in accordance with Public Contract Code Sections 20104 et seq. GSA shall respond in writing within the statutory time period(s), or, may request in writing within 30 Days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims GSA may have against the claimant. If additional information is needed thereafter, it shall be provided upon request. GSA's response shall be submitted within the statutory timeframe after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

C. If a claim is more than $375,000, GSA shall respond in writing within a reasonable period of time to review and analyze the claim. The parties also agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.

D. If the claimant disputes GSA's response, or if GSA fails to respond within the statutory time period(s), the claimant may so notify GSA within 15 Days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, GSA shall schedule a meet and confer conference within 30 Days.

E. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code sections 900 et seq. and Government Code sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

F. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by GSA, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

G. Venue for any litigation arising out of or relating to this Contract shall be Santa Barbara County, California.

H. Pursuant to Public Contract Code section 9201, GSA shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

SECTION 8 - INSPECTION AND PROTECTION OF WORK

A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by GSA.

B. All Work shall be inspected by GSA. If GSA is unable to provide an inspector or inspectors, Contractor shall reschedule the Work for another time at no cost to GSA. Work performed without inspection shall be rejected.

C. Contractor and all its subcontractors shall make the work accessible at all reasonable times for inspection by GSA and the Department of Water Resources of the State of California. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by GSA.

D. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, GSA shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract

Documents, including, but not limited to, the Grant Agreement, plans, drawings, and specifications, all change orders and all interpretations and instructions previously issued.

E. GSA may reject materials or Work that does not meet the requirements of the Contract Documents. If GSA does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to GSA.

SECTION 9 - ASSIGNMENT AND SUBCONTRACTING

A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.

C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to GSA, the subcontractor shall be removed immediately on the request of GSA in the manner required by law and shall not again be employed on the work.

E. Contractor shall not assign any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of GSA, which consent may be withheld in GSA’s sole and absolute discretion.

SECTION 10 - TERMINATION

A. Should Contractor fail within seven (7) calendar days from receipt of GSA's written notice to correct any default, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of GSA, or failure to pay its creditors, GSA may terminate this Contract and/or, in its sole discretion, make a demand on Contractor’s performance bond surety. Following a termination for default, GSA shall have the right to take whatever steps it deems necessary to complete the Project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of GSA's corrective action, including reasonable overhead, profit and attorneys' fees.

B. GSA may at any time terminate the Contract at GSA's convenience upon five (5) days written notice to Contractor. In the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to GSA's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against GSA for any additional compensation or damages in the event of such termination.

C. If GSA terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION

A. GSA and all officers, directors, employees, contractors, volunteers, and agents thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of GSA's officers, directors, employees, contractors, volunteers, or agents.

B. Contractor shall indemnify, defend, and hold harmless the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency ("CMA GSA"), the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency ("EMA GSA"), the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency ("WMA GSA"), the Department of Water Resources of the State of California ("State"), and the Santa Ynez River Water Conservation District ("Conservation District"), as Grantee under the Grant Agreement, and their respective officers, directors, contractors, employees, volunteers and agents from and against all liability, loss, claims, allegations, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or related to the Work, the Project, or breach of this Contract, except such loss or damage which is caused by the sole or active negligence or willful misconduct of GSA. Should conflict of interest principles preclude a single attorney from representing the CMA GSA, EMA GSA, WMA GSA, State, Conservation District and Contractor, or should either the CMA GSA, EMA GSA, WMA GSA, Conservation District or State otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CMA GSA, EMA GSA, WMA GSA, Conservation District, and State, as applicable, its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the CMA GSA, EMA GSA, WMA GSA, Conservation District, State (and their officers, directors contractors, employees, agents, and volunteers) except for claims determined by a trier of fact to have been the result of the CMA GSA's, EMA GSA's, WMA GSA's, Conservation District's or State's sole or active negligence or willful misconduct, as may be applicable. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

C. In addition to any remedy authorized by law, contract funds sufficient to pay for any claim may be retained by GSA until disposition has been made of such suits or claims for damage.

SECTION 12 - BONDS AND INSURANCE

A. <u>Bonds.</u>

1. Within fifteen (15) working days after being notified of the award of the contract, and before GSA will execute this Agreement, the Contractor shall furnish and file with GSA Performance and Payment Surety bonds as set forth below.

2. Contractor shall submit the bonds on the forms provided Attachment D, attached hereto, duly executed by a responsible corporate California-admitted surety listed in the United States Department of the Treasury circular entitled "Companies

Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to GSA conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance.

1. Contractor shall obtain, at its sole cost and expense, all insurance required by Attachment A. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to GSA and Conservation District within fifteen (15) working days after being notified of the award of the contract, and before execution of this Agreement by GSA.

SECTION 13 - WARRANTY

Contractor warrants to GSA that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents of 1 year(s) or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This Section shall not limit GSA's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. GSA specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

SECTION 14 - LAWS TO BE OBSERVED

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees, including subcontractors, to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify GSA, and all officers, directors, agents, contractors, employees, and volunteers thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to GSA in writing.

C. This Contract shall be governed by and construed in accordance with the laws of the State of California.

SECTION 15 - CLEAN-UP

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, GSA may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

SECTION 16 - STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

SECTION 17 - COMPLIANCE WITH STATE STORM WATER PERMIT

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2022-0057-DWQ, including any and all subsequent amendments and National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

SECTION 18 - MISCELLANEOUS

A. <u>Existing Utilities.</u>
The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require GSA to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. Underground facilities not known to GSA may exist, or be in a location different from that which is shown in the Contract Documents.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code section 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

After the utility survey is complete, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. Contractor shall notify GSA before starting potholing operations. The Contractor shall uncover all piping and conduits to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved.

The Contractor's attention is directed to the requirements of Government Code section 4216.2

(a)(2) which provides: “When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of section 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-upon time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time.” The Contractor shall notify GSA in advance of this meeting.

If the Contractor is required to locate, repair damage not due to the Contractor’s failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 6 of this Contract – Changes in the Work – including payment for equipment on the Project necessarily idled during such work.

The right is reserved by GSA and the owners of underground facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connection or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

B. Differing Site Conditions.

1. The Contractor shall promptly, and before the following conditions are disturbed, notify GSA in writing of any:
   (a) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law,

   (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders before the deadline for submitting bids, or

   (c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

2. Contractor shall give Notice in accordance with the Change Order provisions above.

3. GSA shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.

4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.

5. In the event a dispute arises between GSA and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided

in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

C. Records and Audits.

1. Contractor and its subcontractors shall establish and maintain records pertaining to this Contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

2. Contractor shall permit GSA and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. GSA further reserves the right to examine and re-examine said books, records, accounts, and data during the four (4)-year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for four (4) years after the termination of this Contract.

3. Pursuant to California Government Code section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

D. Clayton Act and Cartwright Act.

Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code section 7103.5, the Contractor and all of its subcontractors hereby offer and agree to assign to GSA all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when GSA tenders final payment to the Contractor without further acknowledgement by the parties.

E. Contractor Supervision.

The Contractor shall provide competent supervision and staffing of the Work as approved by GSA. As necessary, the Contractor or designated representative shall be present at all times while work is actually in progress. Supervisor(s) must be able to proficiently speak, read and write in English.

F. Character Of Workers.

If persons employed by the Contractor, including any subcontractors, shall appear to the GSA to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the request of GSA, and such person shall not again be employed on the Work.

G. Cooperation.

Should construction be under way by GSA, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. GSA reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

H. Notices.

All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

GSA:	**CONTRACTOR:**
Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (CMA GSA) P.O. Box 719 Santa Ynez, California 93460	**BC2 ENVIRONMENTAL, LLC** 1150 W. Trenton Avenue Orange, CA 92867
Attn: William Buelow and Amber Thompson	Attn: Diego Torices

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

[SIGNATURES ON FOLLOWING PAGE]

SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Dated: ______________________________

BC2 ENVIRONMENTAL, LLC:

By: ______________________________
(Authorized Representative of Contractor)

Printed Name: ______________________________

Title: ______________________________
(Attach Acknowledgment for Authorized Representative of Contractor)

License No.: ______________________________

Dated: ______________________________

ATTACHMENT A
INSURANCE REQUIREMENTS FOR MINOR PUBLIC WORKS PROJECTS

1. Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to GSA that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence to the that the subcontractor has secured all insurance required under this Section.

2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract and shall verify subcontractors' compliance. Contractor's and subcontractors' insurance shall meet at least the following minimum levels of coverage:

   (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, with statutory limits. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.

   (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2 Million per occurrence, $4 Million aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2 million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation: statutory limits. Employer's Liability limits of $2 million per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

   (C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with GSA. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with GSA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, GSA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by GSA will be promptly reimbursed by Contractor or GSA may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, GSA may suspend or terminate this Agreement.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by GSA, to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California , and their respective directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, before their own primary insurance or self-insurance shall be called upon to protect them as a named insureds. Any insurance or self-insurance maintained by the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California , and their respective directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self- insurance maintained by the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy.

(D) All Coverages. Each insurance policy required by this Contract shall be endorsed to include the following provisions:

(i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the GSA and all additional insureds,

(ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to GSA, Santa Ynez River Water Conservation District, the Department of Water Resources of the State of California , or any other additional insureds,

(iii) standard separation of insureds provisions,

(iv) no special limitations on the scope of protection afforded to GSA, and all additional insureds,

(v) waiver of any right of subrogation of the insurer against the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others required to provide insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by GSA. Contractor shall guarantee that, at the option of GSA, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

5. Claims Made Policies. Claims made policies are not acceptable.

6. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Contract until Contractor

has verified that the subcontractor has provided evidence to GSA that they have secured all insurance required under this Section. If requested by Contractor, GSA may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the CMA GSA, EMA GSA, WMA GSA, Santa Ynez River Water Conservation District, and the Department of Water Resources of the State of California, and their respective directors, officials, officers, employees, agents, and volunteers, shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.

7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to GSA.

8. Verification of Coverage. Contractor shall furnish GSA with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to GSA. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by GSA before work commences. GSA reserves the right to require complete, certified copies of all required insurance policies, at any time.

9. Reservation of Rights. GSA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

END OF INSURANCE REQUIREMENTS

ATTACHMENT B
DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., Contractor shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number

Name of Contractor ________________________________

Signature____

Name and Title______________________________________

Dated____

ATTACHMENT C
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: ______________________________

DIR Registration Number: ________________________

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor____

Signature____

Name and Title____

Dated____

ATTACHMENT D
BOND FORMS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (hereinafter referred to as "GSA") has awarded to BC2 Environmental, LLC, (hereinafter referred to as the "Contractor") an agreement for Santa Ynez River Valley Groundwater Basin Well Point Installation Project – Central Management Area (CMA) (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated____________________, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

NOW, THEREFORE, we,__________________, the undersigned Contractor and ____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the ______________ in the sum of__________________DOLLARS, ($______________________________), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the GSA, its officers and agents, and others, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by GSA, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect GSA from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit GSA's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by GSA in enforcing such obligation.

Whenever Contractor shall be, and is declared by GSA to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at GSA 's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and GSA, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by GSA under the Contract and any modification thereto, less any amount previously paid by GSA to the Contractor and any other set offs pursuant to the Contract Documents.

3. Permit GSA to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by GSA under the Contract and any modification thereto, less any amount previously paid by GSA to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that GSA may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if GSA, when declaring the Contractor in default, notifies Surety of GSA's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _______ day of ______________, 202__.

____
BC2 ENVIRONMENTAL, LLC

____
Name

By______________________________________

SURETY:

By:______________________________________
Attorney-In-Fact

The rate of premium on this bond is____________per thousand. The total amount of premium charges, $______________________________.
(The above must be filled in by Attorney-In-Fact.)

<u>THE FOLLOWING INFORMATION IS MANDATORY:</u>

Any claims under this bond may be addressed to:

(Name and Address of Surety) ______________________________________

____

____

(Name and Address of Agent or Representative for service of process in California, if different from above) ______________________________________

____

____

(Telephone number of Surety and Agent or Representative for service of process in California) ______________________________________

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ______________

On ___________________, 20___, before me, ________________________________, Notary Public, personally
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared ____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

____
____

DESCRIPTION OF ATTACHED DOCUMENT

____
Title or Type of Document

____
Number of Pages

____
Date of Document

____
Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

END OF PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (hereinafter referred to as "GSA") has awarded to BC2 Environmental, LLC, (hereinafter referred to as the "Contractor") an agreement for Santa Ynez River Valley Groundwater Basin Well Point Installation Project – Central Management Area (CMA) (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated__________________, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and__________________________as Surety, are held and firmly bound unto _____________ in the penal sum of_______Dollars ($___________) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by GSA in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between GSA and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of_____________________________202_____the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

____
Principal (Proper Name of Contractor)

By___________________________________
(Signature of Contractor)

(Seal of Surety)

____
Surety

By ___________________________________
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ______________

On ___________________, 20___, before me, _______________________________, Notary Public, personally
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared ____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

____
____

DESCRIPTION OF ATTACHED DOCUMENT

____
Title or Type of Document

____
Number of Pages

____
Date of Document

____
Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

END OF PAYMENT (LABOR AND MATERIALS) BOND

<u>ATTACHMENT E</u>
GRANT AGREEMENT

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN
CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY

IN THE MATTER OF: RESOLUTION NO. 2026-03

ANNOUNCING THE INTENT TO ADOPT AN AMENDED CONFLICT-OF-INTEREST CODE AND ESTABLISHING A COMMENT PERIOD

WHEREAS, in accordance with the state law, the Board of Directors of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (the "CMA GSA") has reviewed the Agency's Conflict-of-Interest Code; and

WHEREAS, in accordance with that review and state law the CMA GSA determined that the Conflict- of-Interest Code was in need of modification; and

WHEREAS, Senate Bill 1156, effective January 1, 2025, requires members of the board of directors and executives of groundwater sustainability agencies to annually disclose their economic or financial interests, thereby changing the filing location for their statement of economic Interests (Form 700) to the Fair Political Practices Commission ("FPPC"), which are required to be filed electronically with the FPPC; and

WHEREAS, Senate Bill 852, effective January 1, 2026, changed the filing officer for public officials who manage public investments to the FPPC, thereby changing the filing location for their Statements of Economic Interests (Form 700), which are required to be filed electronically with the FPPC; and

WHEREAS, in accordance with state law, the CMA GSA has prepared an amended Conflict-of-Interest Code (Exhibit A hereto) and Notice of Intent to reflect such changes; and

WHEREAS, state law requires that the CMA GSA provide a 45-day comment period before adopting said Code;

NOW, THEREFORE, the Board of Directors of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency does hereby resolve, declare and order as follows:

1. The amended Conflict of Interest Code, attached hereto as Exhibit A, is preliminarily adopted by the Board of Directors of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency.

2. The mandatory 45-day comment period shall begin on September 11, 2026 and end on October 26, 2026.

3. Secretary of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency is hereby directed to provide the required "Notice of

Intention to Amend a Conflict-of-Interest Code" to those parties designated by the preliminarily adopted Conflict-of-Interest Code.

ALL THE FOREGOING, being on motion of Director ___________________, seconded by Director ___________________, was hereby authorized by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

I HEREBY CERTIFY that the foregoing resolution is the resolution of said Agency as duly passed and adopted by said Board of Directors on the 10th day of September, 2026.

WITNESS my hand and seal of the Board of Directors this 10th day of September, 2026.

____
Amber M. Thompson
Secretary of the Board of Directors

SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY

NOTICE OF INTENTION TO AMEND THE CONFLICT-OF-INTEREST CODE

NOTICE IS HEREBY GIVEN that the SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY (the "CMA GSA") intends to amend its Conflict-of-Interest Code ("Code") pursuant to Government Code Section 87300 and 87306. Pursuant to Government Code Section 87302, the Code will designate employees who must disclose certain investments, income, interests in real property and business positions, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

A written comment period has been established commencing on September 11, 2026 and ending on October 26, 2026. Any interested person may send written comments concerning the proposed amended Code, a copy of which is being concurrently transmitted to you along with this notice, no later than October 26, 2026 to the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency at Post Office Box 719, Santa Ynez, CA 93460, or by email to CMA@SantaYnezWater.org. No public hearing on this matter will be held unless an interested person or his or her representative requests no later than 15 days prior to the close of the written comment period, a public hearing.

The impetus for the adoption of this amended Code are the new disclosure requirements established by the Fair Political Practices Commission ("FPPC") for public officials responsible for managing public investments and for board of directors and executives of groundwater sustainability agencies. These new requirements stem from Senate Bill 1156, effective January 1, 2025, which requires decision-makers of groundwater sustainability agencies to annually disclose their economic or financial interests and file electronically with the FPPC, as well as Senate Bill 852, effective January 1, 2026, which changed the filing officer for public officials who manage public investments, thereby changing the filing location for their Statements of Economic Interests (Form 700) to the FPPC. These new requirements necessitate recategorizing Directors, Alternate Directors, and the Treasurer from the Code's Designated Positions to positions that must file Statements of Economic Interest electronically with the FPPC, consisting of (i) directors of groundwater sustainability agencies (Gov. Code, § 87200.5), and (ii) public officials who manage public investments (Gov. Code, § 87200). Other changes include removal of the Secretary as a public official who manages public investments and was instead added as a Designated Position. Groundwater Sustainability Agency Staff was removed as a Designated Position, as it no longer exists. The proposed amended Code, along with all supporting information upon which the proposal is based, is available for review at the CMA GSA's office. The adoption of the Code will not impose a cost savings to the CMA GSA that is required to be reimbursed under Part 7 (commencing with section 17500) of Division 4 of the Government Code; will not result in any nondiscretionary cost or savings to local agencies; will not result in any cost or savings in federal funding to the state; will not impose a mandate on local agencies or school districts; and will not have any potential cost impact on private persons or businesses, including small businesses. No alternative considered by the CMA GSA would be more effective in carrying out the purpose for which the action is proposed or would be as effective and less burdensome to affected private persons than the proposed action

All inquiries concerning the proposed Code should be directed to Amber Thompson, Secretary of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency, at Post Office Box 719, Santa Ynez, CA 93460, or by email to CMA@SantaYnezWater.org.

<u>Exhibit A- [Proposed] Amended Conflict of Interest Code</u>

SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix (or appendices), designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the **Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (Agency).**

Designated Positions may file their statements to the County of Santa Barbara online using eDisclosure, which will submit the Form 700 to the County Clerk, Recorder and Assessor. Statements will be made available for public inspection and reproduction (Government Code Section 81008). The Agency's filing official can provide access to designated individuals.

<u>Designated Positions</u>	**<u>Assigned Disclosure Category</u>**
General Counsel	1, 2
Secretary	1, 2
Consultants/New Positions	*

Note: The positions of Auditor and General Counsel are filled by outside consultants who serve in a staff capacity. *Consultants/New positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: the Plan Manager may determine that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Plan Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code (Gov. Code Section 81008).

PUBLIC OFFICIALS WHO MANAGE PUBLIC INVESTMENTS AND DIRECTORS AND EXECUTIVES FOR GROUNDWATER SUSTAINABILITY AGENCIES

The following positions are NOT covered by the conflict-of-interest code because they are required to file under Government Code Section 87200 (public officials who manage public investments) and/or Government Code Section 87200.5 (members of the board of directors and the executive director of a groundwater sustainability agency). Those who file under Government

Code Section 87200 and/or 87200.5 are required to file electronically with the Fair Political Practices Commission; therefore, these positions are listed for informational purposes only:

- Members of the Board of Directors
- Alternate Directors
- Plan Manager
- Treasurer

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligation if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Section 87200 and/or section 87200.5.

APPENDIX
DISCLOSURE CATEGORIES

Category 1
Designated positions in this category shall disclose income from any source, interests in real property, investments and all business positions in which the designated individual is a director, officer, partner, trustee, employee, or holds any position of management.

Category 2
Designated positions in this category shall disclose investments; business positions in business entities; and income (including gifts, loans, and travel payments), from sources engaged in providing services (e.g. accounting, auditing, engineering and environmental consulting), supplies, materials, machinery, or equipment of the type utilized by the agency.

SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN
CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY
CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California~~l.~~ Code of Regulations~~s.~~ Section~~.~~ 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix (or appendices), designating positions and establishing disclosure categories, shall constitute the ~~conflict of interest~~conflict-of-interest code of the **Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (Agency).**

Designated ~~individuals~~ **Positions** may file their statements to the County of Santa Barbara online using eDisclosure, which will submit the Form 700 to the County Clerk, Recorder and Assessor. Statements will be made available for public inspection and reproduction (Government ~~.~~Code Section 81008). The Agency's filing official can provide access to designated individuals.

~~Designated individuals who file using a paper Form 700 shall file with the Agency. Upon receipt of the Statement filed by a designated individual, the Agency shall retain a copy and forward the original to the County Clerk, Recorder and Assessor.~~

Designated Positions	**Assigned Disclosure Category**
General Counsel	1, 2
Secretary	1, 2
Consultants/New Positions	*

Note: The positions of Auditor and General Counsel are filled by outside consultants who serve in a staff capacity.*Consultants/New positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: t~~T~~he Plan Manager ~~Board~~ may determine that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Plan Manager's~~Board's~~ determination is a public record and shall be retained for public inspection in the same manner and location as this ~~conflict of interest~~conflict-of-interest code (Gov. Code Section 81008).

PUBLIC OFFICIALS WHO MANAGE PUBLIC INVESTMENTS AND DIRECTORS AND EXECUTIVES FOR GROUNDWATER SUSTAINABILITY AGENCIES

The following positions are NOT covered by the ~~conflict of interest~~conflict-of-interest code because they are required to file under Government Code Section 87200 (public officials who manage public investments) and/or Government Code Section 87200.5 (members of the board of directors and the executive director of a groundwater sustainability agency). Those who file under Government Code Section 87200 and/or 87200.5 are required to file electronically with the Fair Political Practices Commission; therefore, these positions are listed for informational purposes only:

- Members of the Board of Directors
- Alternate Directors
- Plan Manager
- Treasurer

~~because they must file statements under Section 87200 and therefore are listed for informational purposes only: Members of the Board of Directors.~~

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligation if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Section 87200 and/or section 87200.5.

~~**APPENDIX**~~
~~**DESIGNATED POSITIONS AND**~~
~~**DISCLOSURE CATEGORIES**~~

~~**I. Designated Position — Assigned Disclosure Category**~~

~~Designated Position~~	~~Assigned Disclosure Category~~
~~Directors~~	~~1, 2~~
~~Alternate Directors~~	~~1, 2~~
~~Secretary/Treasurer~~	~~1, 2~~
~~Plan Manager~~	~~1, 2~~
~~General Counsel~~	~~1, 2~~
~~Groundwater Sustainability Agency Staff~~	~~1, 2~~
~~Consultants/New Positions~~	~~*~~

~~**Note:** The positions of Auditor and General Counsel are filled by outside consultants who serve in a staff capacity.~~

~~*Consultants/New positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:~~

~~The Board may determine that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Board's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Gov. Code Section 81008).~~

~~**Officials Who Manage Public Investments**~~

~~The following positions are not covered by the conflict of interest code because they must file a statement of economic interests pursuant to Government Code Section 87200 and, therefore, are listed for information purposes only:~~

~~Members of the Board of Directors~~

~~An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligation if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Section 87200.~~

APPENDIX

~~II.~~ DISCLOSURE CATEGORIES~~:~~

Category 1

Designated positions in this category shall disclose income from any source, interests in real property, investments and all business positions in which the designated individual is a director, officer, partner, trustee, employee, or holds any position of management.

Category 2

Designated positions in this category shall disclose investments; business positions in business entities; and income (including gifts, loans, and travel payments), from sources engaged in providing services (e.g. accounting, auditing, engineering and environmental consulting), supplies, materials, machinery, or equipment of the type utilized by the agency.