

**AGENDA  
GROUNDWATER BANKING JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS  
SPECIAL MEETING**

April 20, 2023  
2:30PM

Rosedale Rio-Bravo WSD  
849 Allen Road  
Bakersfield, CA 93314

Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, CA 92618

This meeting will be made available to the public telephonically/electronically.

To virtually attend the meeting and to be able to view any presentations or additional materials provided at the meeting, please join online using the link and information below:

Via Web: <https://zoom.us/j/83815086560>  
Meeting Number (Access Code): 838 1508 6560  
Meeting Password: 982590  
Telephone Dial In: (669) 900-6833

*As a courtesy to the other participants, please mute your phone when you are not speaking.*

**PLEASE NOTE:** Participants joining the meeting will be placed into the lobby when the Board enters closed session. Participants who remain in the “lobby” will automatically be returned to the open session of the Board once the closed session has concluded. Participants who join the meeting while the Board is in closed session will be placed in the waiting room. When the Board has returned to open session, the participants will be automatically added to the meeting.

**CALL TO ORDER**          2:30 p.m.

**ROLL CALL**                 Directors Pierucci, Selvidge, Reinhart, Swan

**PUBLIC COMMENT  
NOTICE**

If you wish to address the Board of Directors on any item, please submit a request to speak via the “chat” feature available when joining the meeting virtually. Remarks are limited to three minutes per speaker on each subject. You may also submit a public comment in advance of the meeting by emailing [mmisuraca@rrbwsd.com](mailto:mmisuraca@rrbwsd.com) before 5:00 p.m. on April 19, 2023.

**ALL VOTES SHALL BE TAKEN BY A ROLL CALL VOTE**

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**1. COMMUNICATIONS TO THE BOARD**

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- a) Written:
- b) Oral:

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**2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

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**3. CONSENT ITEMS**

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**4. JPA ADMINISTRATIVE AND FINANCIAL REPORT**

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- a) Consideration of Emergency Action Resolution 2023-02 (Doug)

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**5. KERN FAN GROUNDWATER STORAGE PROJECT**

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- a) Grant Funding Update (Fiona)
- b) Consideration of West Enos Recharge Project Construction (Dan)

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**6. GENERAL MANAGER'S REPORT**

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**7. OTHER BUSINESS**

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Pursuant to Government Code Section 54954.2, members of the Board of Directors or staff may ask questions for clarification, make brief announcements, and make brief reports on his/her own activities. The Board or a Board member may provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting concerning any matter, or direct staff to place a matter of business on a future agenda. Such matters may be brought up under the General Manager's Report or Directors' Comments.

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**8. CLOSED SESSION**

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- a) CLOSED SESSION CONFERENCE WITH REAL PROPERTY NEGOTIATORS – Pursuant to Government Code Section 54956.8:

*Property:* Parcels 103-110-02; 103-110-04; 103-110-09; 103-120-14; 103-120-15; 103-120-16; 103-120-17; 103-130-01; 103-130-03; 103-130-05; 103-130-07; 103-140-02; 103-140-05; 103-140-06; 103-140-12; 103-140-15; 103-140-16; 103-140-17; 103-140-18; 103-140-19; 103-180-01; 103-180-05; 103-180-07; 103-190-13; 103-190-14; 103-200-23;

103-200-25; 103-200-26; 103-200-27; 103-200-28; 103-200-29; 103-270-07; 104-270-01,06; 104-260-09,15; 104-280-08,29,30,31,32,33,34,35; 104-260-08;104-270-28;104-291-07;104-240-31,22,30; 104-250-20,21; 104-280-01,02,07,19,24,25,27; 104-240-18;104-292-09; 103-170-09,12,14,15 25-32; 160-010-66, 71; 104-280-18 and possible others all in County of Kern

*Agency negotiators:* Dan Bartel

*Negotiating parties:* Various parties and Groundwater Banking Joint Powers Authority

*Under negotiation:* Price and Terms of Payment

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## **9. OPEN SESSION**

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General Counsel may announce any reportable actions taken during Closed Session.

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## **10. ADJOURN**

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Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the above-named Board in connection with a matter subject to discussion or consideration at an open meeting of the Board are available for public inspection by contacting Megan Misuraca at [mmisuraca@rrbwsd.com](mailto:mmisuraca@rrbwsd.com). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available to the public at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available electronically during the meeting.

Accommodations: Upon request, the Authority will provide for written agenda materials in appropriate alternative formats, and reasonable disability-related modification or accommodation to enable individuals with disabilities to participate in and provide comments at the meeting. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, or alternative format requested at least two days before the meeting. Requests should be emailed to [mmisuraca@rrbwsd.com](mailto:mmisuraca@rrbwsd.com). Requests made by mail must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

**DECLARATION OF POSTING:** I, Megan Misuraca, declare under penalty of perjury, that I am employed by the Rosedale-Rio Bravo Water Storage District and I posted the foregoing Agenda at the District Office on or before April 19, 2023. I, Leslie Bonkowski, declare under penalty of perjury, that I am employed by the Irvine Ranch Water District and I posted the foregoing Agenda at the District Office on or before April 19, 2023.

TO: Groundwater Banking JPA Board of Directors  
Agenda Item 4a.

FROM: Doug Gosling

DATE: April 19, 2023

RE: Consideration of Resolution No. 2023-02 – Declaration of Flood Emergency  
Public Contract Code §22050(c)(1)

**Discussion:**

In March of 2023, Governor Newsom released Executive Order N-4-23 (see attached), which declared a state of emergency due to severe winter storms and flooding within California. The order authorized state agencies to take necessary actions to protect public health, safety, and property, and directed state agencies to coordinate with local governments and assist in the response and recovery efforts. As storms bring more rain and snow to California, the Executive Order aims to temporarily lift regulations and set clear conditions for diverting flood waters without permits to boost groundwater recharge storage.

The California Governor's office stated the following:

“The March 3, 2023, snow survey conducted by the Department of Water Resource found that most regions of the Sierra Nevada are above average for snow water content, and some regions are nearing record amounts of snow, with significant snow since March 3 and more snow forecast in the next week. The upcoming significant snowmelt runoff creates both risk, in the form of catastrophic flooding if warm storms and rising seasonal temperatures cause the snowpack to melt rapidly, and opportunity, in the form of groundwater recharge resulting from snowmelt runoff that can mitigate ongoing drought impacts on depleted groundwater aquifers.”

As of April 6, 2023, the Northern Sierra Precipitation Eight-Station Index had received 59.6 inches of precipitation, or 132 percent of average-to-date. As of April 6, 2023, the Northern Sierra Snow Water content was 196 percent of the April 1 average and 200 percent of average-to-date; the Central Sierra Snow Water content was 238 percent of the April 1 average and 242 percent of average-to-date; and the Southern Sierra Snow Water content was 296 percent of the April 1 average and 305 percent of average-to-date. As of April 6, 2023, the statewide average snow water equivalent in the Sierra Nevada was 61.7 inches, as compared to 14.7 inches on the same date in 2018. Similarly, Observed water year-to-date Kern River Basin flow is 230% of average, or 507,000-acre feet (af). Forecast April-July runoff of the Kern River is over 2,000,000 af and 318% of average. Lake Isabella storage is more than 300,000 af and climbing; the reservoir is expected to fill this year. Forecast peak North Fork and South Fork Kern River flow into Lake Isabella is 23,000 af on June 5. The Kern River Watermaster is expecting releases from the reservoir to exceed 8,000 cfs for a sustained period of time.

In light of these conditions, it is imperative and pertinent that the GBJPA address the flooding emergency and protect the interests of water users and farmers within the project area by improving and repairing facilities and obtaining equipment necessary to convey and store the historically high flows expected in 2023. JPA staff has determined that the emergency conditions



will not permit a delay resulting from the competitive solicitation of bids, and action is necessary to respond to the emergency.

Resolution No. 2023-02 would authorize the General Manager to take all necessary actions to address the emergency, such as coordinating with state and federal emergency response agencies to provide necessary assistance and resources to affected water users and farmers, expediting recharge projects, allocating emergency funds, and working closely with stakeholders. The resolution also authorizes the General Manager to take necessary actions to replace, rebuild, repair, or otherwise modify conveyance and recharge facilities that experience any failure during groundwater recharge operations, or which are anticipated to experience failure as a result of major storms or flood conditions, and to take such actions as necessary to capture, convey and store all available water supplies in 2023. If the Resolution is adopted by a 4/5<sup>th</sup>s vote of the Board, the General Manager may take such actions without giving notice for bids to let contracts pursuant to Public Contract Code §22050. The Resolution also emphasizes the need for expedited permitting of recharge projects to ensure that the JPA can better withstand future drought and flood emergencies.

**Recommendation:**

JPA staff requests that the Board of Directors adopt the proposed Resolution No. 2023-02 and find that an emergency exists due to the above-stated conditions.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROUNDWATER BANKING  
JOINT POWERS AUTHORITY DECLARATION OF A FLOOD EMERGENCY**

**AND TO**

**AUTHORIZE PROCUREMENT OF EQUIPMENT, SERVICES & SUPPLIES FOR SUCH  
EMERGENCY WITHOUT GIVING NOTICE FOR BIDS TO LET CONTRACTS**

**RESOLUTION NO. 2023-02**

**WHEREAS**, GROUNDWATER BANKING JOINT POWERS AUTHORITY (“Authority”) is an authority per the Joint Exercise of Powers Act of 1980 (Division 7, commencing with §6500 of the California Government Code); and

**WHEREAS**, the California Governor has declared a state of emergency due to historically wet conditions and flooding in our region, pursuant to Executive Order N-4-23; and

**WHEREAS**, heavy rains and flooding have caused significant damage to water storage facilities, infrastructure, and crops in several counties, including within the project area of the Authority;

**WHEREAS**, as of April 6, 2023, the Northern Sierra Precipitation Eight-Station Index had received 59.6 inches of precipitation, or 132 percent of average-to-date. As of April 6, 2023, the Northern Sierra Snow Water content was 196 percent of the April 1 average and 200 percent of average-to-date; the Central Sierra Snow Water content was 238 percent of the April 1 average and 242 percent of average-to-date; and the Southern Sierra Snow Water content was 296 percent of the April 1 average and 305 percent of average-to-date. As of April 6, 2023, the statewide average snow water equivalent in the Sierra Nevada was 61.7 inches, as compared to 14.7 inches on the same date in 2018. Similarly, Observed water year-to-date Kern River Basin flow is 230% of average, or 507,000-acre feet (af). Forecast April-July runoff of the Kern River is over 2,000,000 af and 318% of average. Lake Isabella storage is more than 300,000 af and climbing; the reservoir is expected to fill this year. Forecast peak North Fork and South Fork Kern River flow into Lake Isabella is 23,000 af on June 5. The Kern River Watermaster is expecting releases from the reservoir to exceed 8,000 cfs for a sustained period of time;

**WHEREAS**, the state of emergency requires expedited actions to protect public health, safety, and property, including through expedited permitting of recharge projects and letting contracts without notice to invite bids;

**WHEREAS**, the safety and well-being of our water users and agricultural community is of utmost importance;

**WHEREAS**, due to the above-described hydrology, Staff anticipates that the Authority will have water supplies available for recharge this year that are in amounts not commonly available to the Authority;

**WHEREAS**, Authority staff has determined that the capacity utilized by and within the Authority’s project area—such preexisting conveyance and recharge facilities is not sufficient to convey and recharge the amount of water which the Authority may be entitled to take and use for such purposes during 2023, and that such water supplies will be lost to the Authority forever without the implementation of emergency measures;

**WHEREAS**, Authority staff has determined that the emergency conditions will not permit a delay resulting from the competitive solicitation of bids and action is necessary to respond to the emergency;

**WHEREAS**, California Public Contract Code sections 20586 and 22050 provide for and allow the Board of Directors, by at least four-fifths vote and resolution, to take immediate action required by an emergency to procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts; and

**WHEREAS**, Authority staff requests that the Board of Directors find that an emergency exists due to the above-stated conditions.

**NOW, THEREFORE, BE IT RESOLVED** that an emergency does exist due to historically high hydrology in the State and County, and the associated availability of water supplies to the Authority this year that are not commonly available to the Authority, which are in excess of the capacity utilized by and within the Authority's project area—such preexisting conveyance and recharge facilities;

1. The Board of Directors of the Groundwater Banking Joint Powers Authority declares a state of emergency due to historically high hydrological conditions and authorizes the General Manager to take all necessary actions to address the emergency and expedite recharge projects.
2. The General Manager is directed to coordinate with state and federal emergency response agencies to provide necessary assistance and resources to affected water users and farmers.
3. The General Manager is authorized to allocate emergency funds as necessary to address the flooding emergency, and to seek additional funds from state and federal sources as appropriate.
4. The General Manager is directed to work with local districts and farmers to minimize water losses and manage the flood flows in a way that reduces impacts while also maximizing recharge for future use.
5. The General Manager is directed to establish communication channels with water users and farmers to provide timely and accurate information on flood flows, water supply, and potential impacts on agricultural operations.
6. The General Manager is hereby nominated, authorized, and instructed to contract with third parties for the following work and equipment without notice for bids:
  - a. Replace, rebuild, repair or otherwise modify the the capacity utilized by and within the Authority's project area—such preexisting conveyance and recharge facilities that experience any failure during groundwater recharge operations, or which are anticipated to experience failure as a result of major storms or flood conditions.
  - b. Replace, rebuild, repair or otherwise modify the such conveyance and recharge facilities that are insufficient to convey and recharge anticipated flows during 2023 (or until such time as the Board determines to terminate this emergency).
  - c. Construct new groundwater recharge facilities and related equipment on lands not previously owned by or available to the Authority for such purposes.
7. The General Manager is authorized to take any other actions necessary to address the flooding emergency and protect the interests of the Authority.

**BE IT FURTHER RESOLVED** that this resolution shall remain in effect until the General Manager determines that the flooding emergency has been fully addressed and that all necessary actions have been taken to protect the interests of water users and farmers within the Groundwater Banking Joint Powers Authority project areas.

**DULY PASSED AND ADOPTED** by the Board of Directors of the Groundwater Banking Joint Powers Authority, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

GROUNDWATER BANKING JOINT POWERS  
AUTHORITY

\_\_\_\_\_  
Board of Directors, President

Attest:

\_\_\_\_\_  
Board of Directors, Secretary

EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

EXECUTIVE ORDER N-4-23

**WHEREAS** on April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

**WHEREAS** the ongoing effects of climate change contribute to aridification in California, but also contribute to large swings between extreme wet and extreme dry conditions; and

**WHEREAS** these conditions magnify uncertainty in hydrologic forecasting and exacerbate drought impacts on our communities, environment, and economy, with particular impacts on groundwater basins, local water supplies, and ecosystems; and

**WHEREAS** the ongoing drought continues to have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, groundwater basins, and fish and wildlife that rely on stream flows and cool water; and

**WHEREAS** since I issued Executive Order N-3-23 on February 13, 2023, powerful winter storms that hit California beginning in late February have improved drought conditions in some regions, but severe drought conditions remain in much of Northern California, the Klamath River basin, and the Colorado River basin, and many groundwater basins remain depleted from overreliance and successive multi-year droughts; and

**WHEREAS** the March 3, 2023, snow survey conducted by the Department of Water Resources found that most regions of the Sierra Nevada are above average for snow water content, and some regions are nearing record amounts of snow, with significant snow since March 3 and more snow forecast in the next week; and

**WHEREAS** the upcoming significant snowmelt runoff creates both risk, in the form of catastrophic flooding if warm storms and rising seasonal temperatures cause the snowpack to melt rapidly, and opportunity, in the form of groundwater recharge resulting from snowmelt runoff that can mitigate ongoing drought impacts on depleted groundwater aquifers; and

**WHEREAS** groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

**WHEREAS** capturing and storing storm and snowpack runoff underground to recharge aquifers is an important strategy to help regions stabilize water supplies in the face of hydrologic extremes; and

**WHEREAS** state agencies have created streamlined permitting pathways to enable groundwater recharge that augments natural aquifer recharge, while protecting the environment and other water users, but more opportunities exist to facilitate groundwater recharge; and

**WHEREAS** existing law requires that persons seeking to divert water from streams and rivers to lands where it can recharge groundwater and be beneficially used, including for drinking water and agricultural supplies, must obtain a water right permit from the State Water Resources Control Board (Water Board), but there can be additional opportunities for diversion of flood flows for groundwater recharge that do not adversely affect more senior water users, fisheries, or the environment;

**WHEREAS** to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought and potential flood conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

1. The orders and provisions contained in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and Executive Orders N-10-21 (July 8, 2021), N-7-22 (March 28, 2022), and N-3-23 (February 13, 2023), remain in full force and effect, except as modified by those proclamations and orders and herein. State agencies shall continue to implement all directions from those proclamations and orders and accelerate implementation where feasible.
2. To protect health, safety, and the environment during this drought emergency, to accelerate groundwater recharge, and to reduce the risks of local and regional catastrophic flooding, the following are suspended for diversions of flood flows that meet all requirements in paragraph 3:
  - a. Chapter 6 (commencing with section 1600) of division 2 of the Fish and Game Code, and regulations adopted pursuant to that chapter;
  - b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division; and
  - c. Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights.



3. The suspensions created by Paragraph 2 shall apply to diversions of flood flows as to which all of the following conditions are met:
- a. The diversion of flood flows must occur between March 10, 2023, and June 1, 2023, for flood management and associated groundwater recharge.
  - b. A local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
  - c. The diversions cease when the flood conditions have abated to the point there is no longer a risk of flooding and inundation of land, roads, or structures downstream of the point of diversion.
  - d. Any water diverted is not diverted to and will not be applied to:
    - i. dairy land application areas;
    - ii. any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days;
    - iii. any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or
    - iv. any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purpose of groundwater recharge or managed wetlands.
  - e. With respect to diversions from waters tributary to the Sacramento and San Joaquin River Delta (Delta), the Delta is in excess conditions as described in Water Board Decision D-1641, footnote 79, at the time of the diversion.
  - f. The diversion uses:
    - i. either existing diversion infrastructure or temporary pumps;
    - ii. existing groundwater recharge locations, where available;
    - iii. no new permanent infrastructure or permanent construction; and

- iv. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- g. The person or entity availing itself of suspensions created by Paragraph 2 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than June 15, 2023. The preliminary and final reports required by this subparagraph shall:
  - i. Identify the person or entity utilizing the suspensions created by Paragraph 2;
  - ii. Identify the triggering condition from subparagraph b;
  - iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);
  - iv. Identify the time when diversions of flood flows to groundwater recharge commenced, and for final reports, when diversions ceased;
  - v. Provide an estimate, as of the report's date, of the amount of flood flows diverted utilizing the suspensions created by Paragraph 2.

The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

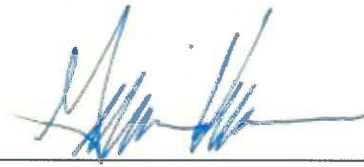
- 4. To protect public health, safety, and the environment and ensure diversions relying on the suspensions provided in this Order conform to the protective conditions identified in Paragraph 3, the Water Board and other public agencies shall use their existing enforcement authorities to ensure that diversions of flood flows for groundwater recharge relying on the suspensions created by Paragraph 2 occur in conformance with all the conditions specified in Paragraph 3.
- 5. The Department of Water Resources shall provide, upon request, technical assistance to any local entity making determinations pursuant to Paragraph 3.b.
- 6. To maximize the extent to which winter precipitation recharges underground aquifers, the Department of Water Resources, Water Board, and the Department of Fish and Wildlife shall continue to collaborate on expediting permitting of recharge projects and shall work with local water districts to facilitate recharge projects.
- 7. All public agencies shall consider other lawful actions for the control or prevention of flooding, and nothing in this order precludes other necessary actions to avoid or to mitigate the potential for flooding.



**IT IS FURTHER ORDERED** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 10th day of March 2023.



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GAVIN NEWSOM  
Governor of California

**ATTEST:**

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SHIRLEY N. WEBER, PH.D.  
Secretary of State

April 20, 2023  
Prepared by: Fiona Sanchez  
Agenda Item: 5a

Kern Fan Groundwater Storage Project  
Small Storage Program Funding and Expedited Phase 1

DISCUSSION:

Background:

In December 2022, the Groundwater Banking Joint Powers Authority (GBJPA) submitted a request for Small Storage Program funding for Phase 1 of the Kern Fan Groundwater Storage Project in the amount of \$9.8 million. The project has been selected for funding in the amount of \$4.7 million. Additional funding in subsequent rounds could provide the balance of the \$9.8 million and up to \$30 million in total funding. On February 13, 2023 Governor Newsom issued Executive Order N-3-23 to expedite recharge and storage of stormwater and snowpack runoff from the unprecedented winter storms. The schedule for implementation of the Phase 1 could be accelerated to being construction in May and take advantage of recharge opportunities this year. However, the accelerated schedule could affect the eligibility for the federal funding, since compliance with the National Environmental Protection Act (NEPA) and other federal requirements have not yet been completed.

Small Storage Program Funding:

In December 2022, the Groundwater Banking Joint Powers Authority (GBJPA) submitted an application requesting \$9.8 million in federal funding under the Bipartisan Infrastructure Law, Small Storage Program to develop and construct Phase 1 of the Kern Fan Groundwater Storage Project (Kern Fan Project). The proposed Phase 1 Project includes the following components:

- Construction of approximately 300 acres of recharge basins on the West Enos and Stockdale North properties;
- Well drilling and equipping of four conjunctive use recovery wells. Two would be located on West Enos and two on Stockdale North; and
- New water conveyance to connect the new wells with existing delivery facilities.

On April 6, 2023, the Bureau of Reclamation (Reclamation) notified the GBJPA that the project was one of only four projects selected for a funding award in the amount of \$4.7 million, subject to meeting requirements for the funding agreement. The notification letter is provided as Exhibit A. Those requirements include compliance NEPA and demonstration of the GBJPA's financial capability to fund the non-federal cost share of \$29.3 million. The proposed funding award is lower than requested in the application, so the non-federal cost share would need to be adjusted downward for this initial round of funding. Reclamation staff has stated that a second round of funding is likely to be announced this summer, and that while there are no assurances, the Phase 1 Project would be a strong candidate to receive the balance of the requested \$9.8 million in funding. Furthermore, Reclamation anticipates subsequent rounds, and the overall Kern Fan Project could be eligible for a total of up to \$30 million in federal funding.

The proposed schedule in the grant application for the development and construction of the Phase 1 Project was to initiate construction of the recharge basins on West Enos in late May 2023, subject to completion of permitting and NEPA. Other project components would be designed and constructed in a parallel process, with the full project completed in September 2025.

#### Expedited Phase 1 Project:

On February 13, 2023, Governor Newsom signed Executive Order N-3-23, provided as Exhibit B, to maximize stormwater and snowpack runoff capture and storage in groundwater basins. After three years of extreme drought, this winter California experienced unprecedented storms and significant snowpack. As of April 12, Lake Oroville was at 88 percent capacity and San Luis at 99 percent capacity. The Kern River Watershed Snowpack was at 429% of normal, and extensive runoff is expected. The Executive Order directs the Department of Water Resources, the State Water Resources Control Board and the Department of Fish and Wildlife to expedite permitting of recharge projects and work with local water districts to facilitate recharge projects.

Expediting the proposed Phase 1 Project and constructing recharge basins on West Enos within the next four months under the streamlined permitting process would allow the GBJPA to take advantage of the significant recharge opportunities expected to be available this year. The basins could be online as early as August, and recharge activities could continue through early Spring 2024.

#### Coordination with Reclamation:

Staff has contacted Reclamation to discuss the unique opportunity to expedite the Phase 1 Project under Governor Newsom's Executive Order and realize some of the project benefits earlier than expected. Reclamation staff is evaluating how to move the project forward without jeopardizing the federal funding since NEPA has not yet been completed and the capability to provide the local cost-share has not yet been demonstrated. Staff is continuing to coordinate with Reclamation and will provide an update on the discussions and potential path forward at the meeting.

#### RECOMMENDATION:

Staff recommends that the Board authorize the General Manager to proceed with expediting the implementation of Phase 1 consistent with Executive Order N-3-23, subject to minimizing the loss of any potential federal funding.

#### LIST OF EXHIBITS:

Exhibit "A" – Reclamation letter re selection of Phase 1 Kern Fan Project for funding  
Exhibit "B" – Executive Order N-3-23

**Exhibit A**  
**EXECUTIVE DEPARTMENT**  
**STATE OF CALIFORNIA**

**EXECUTIVE ORDER N-3-23**

**WHEREAS** on April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed States of Emergency due to drought conditions that continue today and exist across California; and

**WHEREAS** climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and these impacts continue to affect groundwater basins, local water supplies, and ecosystems, resulting in continuing drought in the State; and

**WHEREAS** the ongoing drought continues to have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

**WHEREAS** early, substantial rains in October and December 2021 gave way to the driest January-February-March period in over 100 years in California, leading the October 2021 to September 2022 water year to end with statewide precipitation at 76 percent of average, with statewide reservoir storage at 69 percent of average, and with Lake Oroville—the State Water Project's largest reservoir—at 64 percent of average; and

**WHEREAS** in January 2023, the State experienced one of the wettest three-week periods on record, yielding a snowpack that was at 205 percent of average on February 1, 2023, yet to date February has been drier than average; and

**WHEREAS** the current snowpack has not reduced stresses upon the State's water resources, including low storage levels, depleted aquifers, and diminished local water supplies; and

**WHEREAS** the State can expect continued swings between extreme wet and extreme dry periods that can present risks of severe flooding and extreme drought in the same year; and

**WHEREAS** California must adapt to a hotter, drier future in which a greater share of rain and snowfall during the wetter months will be absorbed by dry soils, consumed by plants, and evaporated into the air, leaving less water for communities, species, and agriculture; and

**WHEREAS** the frequency of hydrologic extremes experienced in the State is indicative of an overarching need to continually reexamine policies to promote resiliency in a changing climate; and

**WHEREAS** Californians continue to make progress conserving water, with urban water users conserving 17.1 percent statewide in December 2022 compared to December 2020 and agricultural producers continuing to invest in more efficient irrigation; and

**WHEREAS** despite this progress, the uncertainty of precipitation during the remainder of the winter and spring, and the potential of dry conditions next



winter and of drought conditions extending to a fifth year, make it necessary for the State to continue water-conservation measures and drought-resilience actions to extend available supplies, protect water reserves, and maintain critical flows for fish and wildlife; and

**WHEREAS** as directed in "California's Water Supply Strategy: Adapting to a Hotter, Drier Future," the State plans to stretch water supplies by storing, recycling, de-salting, and conserving the water it will need to keep up with the increasing pace of climate change; and

**WHEREAS** multiple regions of the State, such as the Klamath Basin and the Colorado River system, face severe water shortage conditions, and groundwater basins in the Central Valley continue to be depleted from years of drought and overdraft; and

**WHEREAS** groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

**WHEREAS** capturing and storing storm and snowpack runoff underground to recharge aquifers is an important strategy to help regions stabilize water supplies in the face of hydrologic extremes; and

**WHEREAS** state agencies have created streamlined permitting pathways to enable groundwater recharge that augments natural aquifer recharge, while protecting the environment and other water users, but more opportunities exist to facilitate groundwater recharge; and

**WHEREAS** coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

**WHEREAS** to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

1. The orders and provisions contained in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and Executive Orders N-10-21 (July 8, 2021) and N-7-22 (March 28, 2022), remain in full force and effect, except as modified by those proclamations and orders and herein. State agencies shall



continue to implement all directions from those proclamations and orders and accelerate implementation where feasible.

2. To maximize the extent to which winter precipitation recharges underground aquifers, the Department of Water Resources, the State Water Resources Control Board (Water Board), and the Department of Fish and Wildlife shall continue to collaborate on expediting permitting of recharge projects and shall work with local water districts to facilitate recharge projects.
3. Paragraph 4 of my State of Emergency Proclamation dated May 10, 2021 and Paragraph 4 of my State of Emergency Proclamation dated July 8, 2021 are withdrawn, and each is replaced with the following text:

To ensure adequate water supplies for purposes of health, safety, the environment, or drought resilient water supplies, the Water Board shall consider modifying requirements for reservoir releases or diversion limitations in Central Valley Project or State Water Project facilities to: (i) conserve water upstream later in the year in order to protect cold water pools for salmon and steelhead, (ii) enhance instream conditions for fish and wildlife, (iii) improve water quality, (iv) protect carry-over storage, (v) ensure minimum health and safety water supplies, or (vi) provide opportunities to maintain or to expand water supplies north and south of the Delta. The Water Board shall require monitoring and evaluation of any such changes to inform future actions. For any actions taken pursuant to this paragraph and any approvals granted in furtherance of this paragraph, Water Code Section 13247 and Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are suspended. Nothing in this Paragraph affects or limits the validity of actions already taken or ongoing under Paragraph 4 of my May 10, 2021 Proclamation or Paragraph 4 of my July 8, 2021 Proclamation.

4. Paragraph 9 of Executive Order N-7-22 is withdrawn and replaced with the following text:

To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:

- a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or



- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

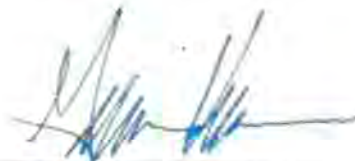
This Paragraph shall not apply to permits for wells (i) that will provide less than two acre-feet per year of groundwater for individual domestic users, (ii) that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code, or (iii) that are replacing existing, currently permitted wells with new wells that will produce an equivalent quantity of water as the well being replaced when the existing well is being replaced because it has been acquired by eminent domain or acquired while under threat of condemnation.

5. No later than April 28, 2023, state agencies shall send me their recommendations for what further actions, if any, are necessary for on-going emergency drought response, and their views on whether any existing provisions in my proclamations and executive orders related to the drought emergency are no longer needed to prepare for and mitigate the effects of the drought conditions.

**IT IS FURTHER ORDERED** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 13th day of February 2023.



---

GAVIN NEWSOM  
Governor of California

**ATTEST:**

---

SHIRLEY N. WEBER, PH.D.  
Secretary of State



# United States Department of the Interior

BUREAU OF RECLAMATION  
P.O. Box 25007  
Denver, CO 80225-0007



IN REPLY REFER TO:

84-27133

April, 6 2023

1.3.11

VIA ELECTRONIC MAIL ONLY

Groundwater Banking Joint Powers Authority  
Attn: Mr. Dan Bartel, General Manager  
489 Allen Rd.  
Bakersfield, CA 93314

Subject: Notice of Funding Opportunity No. R23AS00019 – Small Storage Program:  
Small Surface Water and Groundwater Storage Projects Funding Opportunity for Fiscal Year  
2023 (35284) Your Application Titled, “Phase 1 - Kern Fan Groundwater Storage Project”

Dear Mr. Bartel:

The Bureau of Reclamation (Reclamation) is pleased to inform you that your application for Small Storage Program funding was among those receiving the highest ratings and is now being considered for award with funding available under the Bipartisan Infrastructure Law (BIL), P.L. 117-58 (as amended). Reclamation anticipates awarding Federal funds in the amount of \$4,742,929, for your project. The success of the Small Storage Program depends on collaboration with partners to enhance water storage opportunities for future generations.

In working with you to develop your financial assistance agreement, Reclamation will closely review the activities outlined in your proposal to ensure that all activities are eligible for funding and that the proposed costs are allowable under financial assistance regulations. If some costs or activities are determined to be ineligible or unallowable, Reclamation will work with you to refine the scope of work and budget for the project.

All new financial assistance awards for infrastructure projects must meet Buy America requirements. Office of Management and Budget (OMB) implementing guidance states that the Buy America provisions apply to projects carried out through BIL funding and annual appropriations. See OMB [Memorandum M-22-11](#) for further details. Please note that a Department of the Interior (DOI) waiver was approved through February 20, 2028, which allows up to 5% (capped at \$1,000,000) of infrastructure project purchases otherwise required to comply with the Buy America preference to be exempt from that preference. See [DOI De Minimus Waiver](#) for further details.

In addition, Section 41101 of the BIL requires that all laborers and mechanics employed by contractors or subcontractor in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under the BIL shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in



accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (commonly referred to as the Davis-Bacon Act).

Please note that this letter is not a final commitment of funding. A financial assistance agreement will not be executed until further information about your project is developed and all statutory and regulatory requirements have been met as described in Section E.2.5 of the Notice of Funding Opportunity (NOFO). This includes compliance with the National Environmental Policy Act and other Federal environmental and cultural resource laws and other regulations. In addition, Reclamation must have sufficient evidence prior to award that non-Federal cost share will be available. The final funding amount may be adjusted if necessary.

A portion of the anticipated award will be set aside for Reclamation to ensure the project's Federal regulatory and statutory compliance, and to otherwise oversee the implementation of the project. Reclamation may also adjust the award amount in order to ensure that the project remains in compliance with statutory requirements as further information about your project is developed.

Funding will not be released until Reclamation finalizes a determination of financial capability for the project. Reclamation staff will provide further instruction on this requirement. In addition, National Environmental Policy Act and other associated environmental and cultural compliance analyses must be completed before construction or any other ground disturbing activities can begin. If project activities that require environmental and cultural compliance approval begin prior to receipt of a written notice from Reclamation that all such clearances have been obtained, the costs of such activities will not be eligible for reimbursement or application as non-Federal cost share.

Please note that in order for costs, including pre-award costs, to be eligible for inclusion in the agreement, the cost must meet the applicable administrative and cost principles criteria established in 2 Code of Federal Regulations (CFR) Part 200. In particular, the procurement of goods and/or services must be compliant with the Procurement Standards (2 CFR §200.317 through §200.327) and contract costs must be compliant with 2 CFR §200.324 – Contract Cost and Price. The Federal financial assistance regulations can be found online at [www.ecfr.gov](http://www.ecfr.gov).

In addition, please be advised that as stated in Section F.6 of the NOFO, Reclamation reserves the right to post copies of successful Small Storage Program applications as examples on Reclamation's website. While this generally does not raise any issues, it is prudent to provide successful grant applicants with an opportunity to redact any sensitive information from their proposals prior to posting them on Reclamation's website. As a rule, the SF-424s are removed; however, if there are any other items you would like redacted, please email Carrie Diroll, Small Storage Program Coordinator, at [cdirioll@usbr.gov](mailto:cdirioll@usbr.gov) by May 31, 2023. Should we not hear from you by this date we will assume that there are no objections to posting the full application.

The Reclamation regional or area office that will be responsible for awarding and administering your agreement will contact you to discuss the process for development of financial assistance agreements, associated requirements, and next steps. If you have questions concerning the next steps in awarding this agreement, please contact Carrie Diroll at (303) 445-2835 or [cdirioll@usbr.gov](mailto:cdirioll@usbr.gov). In the meantime, if you have any questions regarding the process or your agreement, please contact Mr. Glen Josephson, Supervisory Grants Management Specialist, at 303-445-2662 or [gjosephson@usbr.gov](mailto:gjosephson@usbr.gov). To receive

information and announcements regarding upcoming activities under this program, please send an email with your name and email address to [bor-sha-smallstorage@usbr.gov](mailto:bor-sha-smallstorage@usbr.gov).

Thank you for your interest and participation in the Small Storage Program. We look forward to working with you.

Sincerely,

Christina Munoz  
Grants Officer

**Kern Fan Groundwater Storage Project – Task No. 2**  
**WEST ENOS RECHARGE FACILITY PROJECT**  
**Engineering Professional Services**

DISCUSSION

The Design Package #1 (DP#1) “Recharge Basins & Infrastructure” is being designed by Meyer Civil Engineering/AECOM. A sixty-percent (60%) level design has been completed for the West Enos Recharge Facility which is approximately 200 acres located on the west side of Enos Lane and north of the Goose Lake Channel in Section 26, T29S, R25E also being APN’s 104-240-22, 104-240-30, and 104-240-31. The engineering team was asked to finalize these plans to the point where they could be utilized to construct the West Enos Recharge Facility under an emergency declaration.

The scope of work and the associated costs are outlined below:

<u>Earthwork</u>	<u>Lonnie A. Cross Land Leveling, Inc.</u>
• Mobilization, Demobilization, & Cleanup	\$82,350.00
• Clearing & Grubbing	\$21,230.00
• Scarification & Recompaction beneath Embankments	\$135,150.00
• Existing Irrigation Pipe Removal & Disposal	\$14,976.00
• Keyway beneath Levee Embankments	\$110,695.00
• Levee Embankment Fill	\$606,490.70
• Low Water Channel – Borrow Area	\$6,000.00
• Well Pads	\$38,816.00
• Excavate Boring & Receiving Pits	\$6,420.00
• Ripping and Floating Pond Bottoms	\$39,600.00
• Performance & Payment Bonds	<u>\$21,234.55</u>
Total Budget:	\$1,082,962.25

Lonnie A. Cross Land Leveling has performed similar projects to this one for the District and performed well. They are familiar with the plans and specifications and can commence construction activity immediately. They are estimating approximately 100 working days or 5 months to complete the scope of work noted above. The estimated completion date is the middle of September 2023.

Lonnie A. Cross Land Leveling could also expedite the earthwork by working five (5) 10 hour days per week or working six (6) days per week. This would add approximately \$150,000 to \$200,000 to the cost proposal, but would reduce the duration of the project by approximately

one month. Therefore, the estimated completion date would be around the middle of August if overtime work were implemented.

**Highway Crossing**

- Install Four 48"x5/8" Steel Casings
- Performance & Payment Bonds

**All-State Boring**

	\$628,168.00
	<u>\$10,500.00</u>
Total Budget:	\$638,668.00

All-State Boring has performed similar projects to this one on numerous occasions and performed well. They are familiar with the plans and specifications and can commence construction activity immediately. They are proposing to install the four casings using the hammer method due to the extremely sandy nature of existing soils and wanting to protect the highway. They are estimating approximately 30 working days or 1-1/2 months to complete the scope of work noted above. This work will require an encroachment permit from Caltrans and the work cannot proceed until that is approved. The encroachment permit application is being submitted to Caltrans and as soon as the permit is received this work can commence.

**Pipelines and Conveyance Structures**

- Mobilization, Demobilization, & Cleanup
- Install Two Interbasin Structures
- Install Three 42" HDPE Carrier Pipelines
- Performance & Payment Bonds

**Nicholas Construction, Inc.**

	\$35,000.00
	\$80,000.00
	\$100,000.00
	<u>\$5,000.00</u>
Total Budget:	\$220,000.00

Nicholas Construction, Inc. will be the General Engineering Contractor to install the conveyance structures and pipelines to convey water to the property. They have performed similar projects for the District and performed well. The District is still working to get budget costs from Nicholas and the costs noted above are merely placeholders.

**Materials Testing**

- Compaction Testing

**Soils Engineering, Inc.**

\$51,590.00

Total Budget: \$51,590.00

Soils Engineering, Inc. (SEI) will provide materials testing services. This will include full-time compaction testing at the beginning to establish compaction efforts, proper moisture levels, and methods and then the compaction testing will be reduced to once per day.

**Project Management & Construction Inspection**

- Engineering Services

**Dee Jaspar & Associates, Inc.**

\$98,378.00

Total Budget: \$98,378.00

Dee Jaspar & Associates, Inc. (DJA) will provide project management and construction inspection for the contracts noted above. The work will include:

- General Correspondence and Communication with Contractors and District
- Submittal and RFI Review and Responses
- Review Proposed Change Orders and Provide Recommendations
- Review Monthly Progress Payments and Provide Approval for Payment
- Site Inspection, Quality Control, and Daily Reporting and Monthly Progress Reports
- Permitting Compliance and Coordination
- Project Close-Out

In addition, DJA has prepared a preliminary cash-flow forecast for the project duration beginning in May 2023 and running through October 2023. This forecast is attached as Exhibit A.

**LIST OF EXHIBITS**

- Exhibit A: Cash-Flow Forecast
- Exhibit B: Lonnie A. Cross Land Leveling, Inc. Cost Proposal dated April 7, 2023
- Exhibit C: All-State Boring Cost Proposal dated April 4, 2023
- Exhibit D: Soils Engineering, Inc. Cost Proposal dated April 11, 2023
- Exhibit E: Dee Jaspar & Associates, Inc. Cost Proposal dated April 10, 2023

**EXHIBIT A**  
**PROJECT CASH-FLOW FORECAST**

**Groundwater Banking Joint Powers Authority  
West Enos Recharge Facility Project**

**Cash-Flow Forecast**

<b>Earthwork - Lonnie Cross</b>											
Item No.	Description of Work	May	June	July	August	September	October	Totals			
1	Mobilization	\$62,409.55									
2	Clearing & Grubbing	\$21,230.00									
3	Scarification & Recompaction	\$135,150.00									
4	Irrigation Pipe Removal	\$14,976.00									
5	Keyway Overexcavation & Recompaction	\$83,021.25	\$27,673.75								
6	Levee Embankment Fill	\$121,298.14	\$121,298.14	\$121,298.14	\$121,298.14	\$121,298.14	\$121,298.14	\$121,298.14			
7	Low Water Channel					\$6,000.00					
8	Well Pads		\$6,420.00								
9	Excavate Boring Pit					\$39,600.00					
10	Ripping and Floating Pond Bottoms					\$41,175.00					
11	Demobilization					\$208,073.14					
	<b>Subtotals:</b>	\$438,084.94	\$155,391.89	\$121,298.14	\$160,114.14	\$208,073.14		\$1,082,962.25			
<b>Highway Crossings - All State Boring</b>											
Item No.	Description of Work	May	June	July	August	September	October	Totals			
1	Mobilization	\$10,500.00									
2	Install Four 48" Cased Crossings	\$157,042.00	\$157,042.00	\$314,084.00							
3	Demobilization		\$0.00								
	<b>Subtotals:</b>	\$167,542.00	\$157,042.00	\$314,084.00				\$638,668.00			
<b>General Contractor - Nicholas Construction</b>											
Item No.	Description of Work	May	June	July	August	September	October	Totals			
1	Mobilization				\$20,000.00						
2	Install Interbasin Structures				\$100,000.00	\$80,000.00					
3	Install Carrier Pipes beneath Enos Lane					\$20,000.00					
4	Demobilization				\$120,000.00	\$100,000.00					
	<b>Subtotals:</b>				\$220,000.00	\$200,000.00		\$420,000.00			
<b>Materials Testing - Soils Engineering (SEI)</b>											
Item No.	Description of Work	May	June	July	August	September	October	Totals			
1	Compaction Testing and Materials Observation	\$16,000.00	\$8,530.00	\$8,530.00	\$8,530.00	\$10,000.00		\$51,590.00			
	<b>Subtotals:</b>	\$16,000.00	\$8,530.00	\$8,530.00	\$8,530.00	\$10,000.00		\$51,590.00			
<b>Project Management and CM - Dee Jasper &amp; Associates, Inc. (DJA)</b>											
Item No.	Description of Work	May	June	July	August	September	October	Totals			
1	Project Management and Construction Inspection	\$16,396.35	\$16,396.33	\$16,396.33	\$16,396.33	\$16,396.33	\$16,396.33	\$98,378.00			
2	Caltrans & Cal OSHA Permitting	\$10,000.00	\$10,000.00					\$20,000.00			
	<b>Subtotals:</b>	\$26,396.35	\$26,396.33	\$16,396.33	\$16,396.33	\$16,396.33	\$16,396.33	\$98,378.00			
<b>Monthly Cash Flow Forecast:</b>		\$648,023.29	\$347,360.22	\$460,308.47	\$305,040.47	\$334,469.47	\$16,396.33	\$2,111,598.25			

**EXHIBIT B**  
**LONNIE A. CROSS LAND LEVELING, INC.**  
**COST PROPOSAL**



PROPOSAL TO

GROUNDWATER BANKING JOINT POWERS AUTHORITY

WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT

Name of Bidder: Lonnie A. Cross Land Leveling, Inc.

Business Address: 14711 McCaffrey Street

in the City of Bakersfield, County of Kern,

State of California, Zip Code 93313,

Phone No. 661-808-0760

TO: BOARD OF DIRECTORS,  
GROUNDWATER BANKING JOINT POWERS AUTHORITY (GBJPA)

Pursuant to and in compliance with your notice inviting sealed proposals (the "Bids") and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Agreement, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the work required in connection with the construction and other Contract Documents, including Addenda, for the prices hereinafter set forth.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and bidder proposes and agrees, if the proposal is accepted, that bidder will execute an Agreement with GBJPA in the form set forth in the Contract Documents and that bidder will accept in full payment thereof the following prices, to wit:

**SCHEDULE OF WORK ITEMS**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

<u>Base Bid Items</u>			<u>Unit Price</u>	<u>Total</u>
<u>Item</u>	<u>Approx.</u>	<u>Description</u>	<u>Dlrs./Cts.</u>	<u>Amount</u>
<u>No.</u>	<u>Quantity</u>			<u>Dlrs./Cts.</u>
1	Lump Sum	Mobilization, Demobilization, & Cleanup	<u>\$82,350.00</u>	<u>\$82,350.00</u>
2	193 Acres	Clearing & Grubbing Project Site and Beneath Levee Embankments	<u>\$110.00</u>	<u>\$21,230.00</u>
3	26.5 Acres	Scarification & Re-compaction Beneath Levee Embankments	<u>\$5,100.00</u>	<u>\$135,150.00</u>
4	1,300 LF	Existing Irrigation Pipe Removal and Disposal	<u>\$ 11.52</u>	<u>\$14,976.00</u>
5	34,060 CY	Keyway Beneath Levee Embankment Over-Excavation	<u>\$3.25</u>	<u>\$110,695.00</u>
6	92,594 CY	Levee Embankment Fill	<u>\$6.55</u>	<u>\$606,490.70</u>
7	Lump Sum	Low Water Channel – Borrow Areas	<u>\$6,000.00</u>	<u>\$6,000.00</u>
8	Lump Sum	Well Pad – 4 Total	<u>\$9,704.00</u>	<u>\$38,816.00</u>
9	Lump Sum	Excavate Boring & Receiving Pits	<u>\$6,420.00</u>	<u>\$6,420.00</u>
10	176 Acres	Ripping and Floating Pond Bottoms	<u>\$225.00</u>	<u>\$39,600.00</u>
11	Lump Sum	Performance & Payment Bonds	<u>\$21,234.55</u>	<u>\$21,234.55</u>
SUBTOTAL, Base Bid Items				<u>\$1,082,962.25</u>
ADDITION (+) OR				\$+ _____
DEDUCTION (-)*				\$- _____
TOTAL AMOUNT OF BID				<u>\$1,082,962.25</u>

  
 \_\_\_\_\_  
 Signature of Bidder

It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work whether they be more or less than those shown.

GBJPA reserves the right to award the Work to the lowest responsible bidder based on any single schedule or combination of schedules of bid items deemed by GBJPA in its sole discretion, to be in GBJPA's best interest.

\*Provision is made here for the bidder to include an addition or deduction in their Bid, if bidder wishes, to reflect any last-minute adjustments in price. The addition or deduction, if made, will be proportionately applied to the progress payments for items \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. (If no items are listed, the addition or deduction shall be treated as a separate bid item, and payment or deduction for this item shall be proportionate to the percentage payment for completed work).

**STATEMENTS BY BIDDER**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier and location of plant proposed to be used under the Agreement. Award of an Agreement under this proposal (bid) will not imply approval by GBJPA of a manufacturer or supplier listed by the bidder. However, if a manufacturer or supplier is acceptable to GBJPA, the successful bidder shall furnish the items from the manufacturer or supplier indicated. Any manufacturer or supplier listed in the Agreement may be substituted, changed, or omitted by the successful bidder, subject to the approval of GBJPA, without subjecting GBJPA to any liability for the substitution, change or omission.

The listing of any manufacturer or supplier in the Agreement does not, and is not intended to, grant any right, title, or interest in the Agreement for the benefit of the named manufacturer or supplier. Each bidder shall inform in writing each named manufacturer or supplier that the so named manufacturer or supplier is listed for information purposes only and they may be substituted, changed, or omitted by the successful bidder, subject to the approval of GBJPA, without subjecting GBJPA to any liability for the substitution, change or omission. The successful bidder shall reimburse GBJPA for any expenses incurred by GBJPA as a result of the successful bidder's failure to so notify each named manufacturer or supplier.

The listing of lead times for delivery is for informational purposes only and will not affect the Contract Time(s) specified herein or entitle the successful bidder to an extension(s) of time. The successful bidder is responsible for obtaining delivery of all items at times that will ensure completion within the Contract Time(s).

A. Lead time for delivery from date of signing the Agreement shall be as follows:

<u>Item</u>	<u>Calendar Days</u>
N/A	

- B. The bidder intends to furnish materials supplied by the following manufacturers: (Bidder to list one manufacturer only for each item.)

<u>Item</u>	<u>Manufacturer</u>
N/A	

- C. The name and location of place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the Work, or improvements, in an amount in excess of 1/2 of 1 percent (0.5%) of the bidder's total Bid, and the portion of the Work which will be done by each subcontractor is set forth as follows:

<u>Name of Subcontractor</u>	<u>Address of Offices</u>	<u>Portion of Work to be Subcontracted</u>
N/A		

- D. Except as hereinabove provided, the bidder acknowledges and agrees that the bidder will perform all required work in accordance with Section 4106 of the California Public Contract Code.

- E. Person who inspected site of the proposed Work for the bidder:

Name: Kreg Cross Date of Inspection: 04/04/2023

Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

- F. It is agreed that, if requested by GBJPA, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of their current financial condition.

G. The undersigned shall furnish the following information. Failure to comply with this requirement will render the Bid informal and may cause its rejection. Additional sheets may be attached if necessary.

(1) Address: Physical: 14711 McCaffrey Street Bakersfield, CA 93313  
Mailing: P.O. Box 10149 Bakersfield, CA 93389

(2) Type of firm: Individual \_\_\_\_\_  
 Partnership \_\_\_\_\_  
 Joint Venture \_\_\_\_\_  
 Corporation Secretary of State # C-2329916  
FEIN # 77-0565551

(3) Telephone: 661-808-0760

(4) Contractor's license: Primary class. C-12 Lic. No. 547565  
 Supplemental classifications held, if any: DIR # 1000033525

(5) Number of years as a contractor in construction work of this type: 45 years

(6) Three projects of this type and complexity recently constructed by bidder:

<u>Contract Amount</u>	<u>Type of Project</u>	<u>Date Completed</u>	<u>Owner's Name &amp; Address</u>
<u>\$1,128,063.48</u>	<u>Grading</u>	<u>Ongoing</u>	<u>Kern Delta Water District</u> <u>Old River Ponds</u>
<u>\$1,096,152</u>	<u>Grading</u>	<u>12/23/2022</u>	<u>Southern San Joaquin</u> <u>Municipal Utility District</u> <u>Giumarra Spreading Basin</u>
<u>\$2,121,818</u>	<u>Grading</u>	<u>11/09/2020</u>	<u>Homer LLC Kecks Corner</u>
			_____
			_____



**BID SECURITY DECLARATION**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

ACCOMPANYING THIS PROPOSAL IS \_\_\_\_\_  
(Insert the words "cash", "bidder's bond", "cashier's check", or "certified check", as the case may be) in an amount equal to at least ten percent (10%) of the total amount of the bid, payable in lawful money of the United States of America to the

**GROUNDWATER BANKING JOINT POWERS AUTHORITY (GBJPA)**

The undersigned deposits the security in the form set forth above as a proposal guarantee and agrees that it shall be forfeited to GBJPA in case this is accepted by GBJPA and the undersigned fails to execute an Agreement with GBJPA as specified in the Contract Documents accompanied by the required payment and faithful performance bonds with sureties satisfactory to GBJPA, and accompanied by the required certificates of insurance coverage and endorsements. Should GBJPA be required to engage the services of an attorney(s) in connection with the enforcement of this Bid, bidder promises to pay all of GBJPA's reasonable attorneys' fees and costs incurred with or without suit. The bidder's liability to GBJPA for failure to do any of the foregoing shall not be limited to the amount of the deposited security in the form set forth above.

The names of all persons interested in the foregoing proposal as principals are as follows:

(NOTICE: If bidder or other interested person is a **corporation**, state legal name of corporation also names of the president, secretary, treasurer and manager thereof; if a **general partnership**, state true name of firm, also names of all individual partners and limited partners; if bidder or other interested person is an **individual**, state first and last names in full; if the bidder is a **joint venture**, state the complete name of each venturer).

Lonnie A. Cross Land Leveling, Inc.

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President - Kreg Cross

---

Vice President - Nathan Fallgatter

---

CFO / Treasurer - Nicolette Cross

---

Secretary - Karen Fallgatter

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**ADDENDA ACKNOWLEDGMENT**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

Bidder shall signify receipt of all addenda (if any) here:

Addenda Nos.

N/A

Respectfully submitted,

JM NW

Contractor or Authorized Representative

By LONNIE A. CROSS

LANDEUERLING INC.

P. O. BOX 10149 BAKERSFIELD, LA  
93389

Complete Business Address

(661) 808-0760 (661) 809-2013

Telephone Number

✓  
FAX Number

547565  
Contractor's License Number

Dated: 4/7/23

NOTE: If bidder is a **corporation**, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation, and the corporate seal shall be affixed; if bidder is a **partnership**, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the bidder is an **individual**, his signature shall be placed above; if the bidder is a **joint venture**, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.



## CERTIFICATION OF BIDDERS AND QUALIFICATIONS

### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT

The undersigned bidder certifies that bidder is, at the time of bidding, and shall be, throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that bidder is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The undersigned bidder certifies that it is not an ineligible contractor for the purposes of California Labor Code Section 1777.1 or 1777.7. The undersigned further certifies that no subcontractor to be used for the performance of the Work is an ineligible contractor for the purposes of Labor Code Section 1777.1 or 1777.7.

The bidder represents that bidder is competent, knowledgeable and has special skills regarding the nature, extent and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work which may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

Bidder expressly acknowledges that bidder is aware of such peculiar risks and that they have the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

Furthermore, Bidder hereby certifies to GBJPA that all representations, certifications, and statements made by Bidder, as set forth in this bid, are true and correct and are made under penalty of perjury.

Signed this 07 day of April, 2023

Lonnie A. Cross Land Leveling, Inc.


Name of Bidder

547565

Contractor's License No.

June 30, 2023

Contractor's License Expiration Date

  
Signature of Bidder

President

Title of Signatory

**SAFETY PROGRAM CERTIFICATION**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

CONTRACTOR acknowledges that CONTRACTOR has read Section 01410 of Division 1 – General Requirements, Construction Safety Procedures.

CONTRACTOR certifies to GBJPA that CONTRACTOR’s SAFETY PROGRAM includes the following elements:

- Safety Policy
- Incident Investigation Program
- Safety Meeting Program
- Statistical Injury and Illness Data
- Safety Training Program and Records
- Disciplinary Procedures
- Safety Inspection Program
- OSHA T1 Annual Trench Excavation Permit: Permit No. 2022-614827

Signed this 07 day of April, 2023

Lonnie A. Cross Land Leveling, Inc.

Name of Bidder



Signature of Bidder

Kreg Cross - President

Title





CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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.

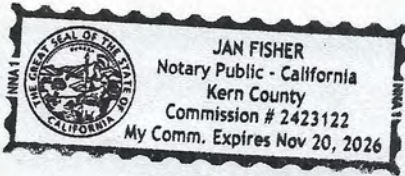
State of California

County of KERN

Subscribed and sworn to (or affirmed) before me on this 7 day of APRIL, 2023 by  
Date Month Year

(1) KRIG CROSS

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: NON-COLLUSION AFFIDAVIT

Document Date: APRIL 7, 2023 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: NONE







**Lonnie A. Cross  
LandLeveling Inc.**

Mailing Address: P.O. Box 10149

Bakersfield, CA 93389

Admin Phone: 661-808-0760

Kreg Cross (661) 809-2013

[Admin@crosslandleveling.com](mailto:Admin@crosslandleveling.com)

Contractor's License #547565

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**4.7.23**

West Enos Recharge Facilities

Explanation of bid items

Curtis Skaggs, Matt Hooker

**Item 1: Mobilization, Demobilization & Cleanup**

Included in this bid item: SWPPP, DCP, Insurance, Waver of Subrogation, GPS Model, Final As-built survey

**Item 2: Clearing and grubbing project site and beneath Levee embankments:**

Included in this bid item: Remove trees, pipes and debris from around sumps and dispose.

**Item 3: Scarification and re-compaction beneath levee embankments:**

**Item 4: Existing Irrigation pipe removal and disposal:**

Representing at least 12" PVC or concrete pipe. The concrete pipe will be stockpiled for use around structures. The PVC Will be disposed of. A reduction of \$ 6,000.00 (disposal fee & Trucking) in the price if it is concrete pipe.

**Item 5: Keyway Beneath levee Embankment over-excavation:**

Includes shrinkage.

**Item 6: Levee embankment fill:**

This includes water supply. Access through trucking yard or through railroad right of way or through is preferred. Possibly use a culvert under the railroad tracks if the adjacent property owner is agreeable for a temporary pipeline from the creek (pipeline rental Extra). If the water supply is across the road on Enos lane then add \$ 1.00 per CY because of extra precautions

crossing the road. If the well is used then cost and usage will be provided at no charge. Also includes a sheepsfoot to mix dissimilar materials in the compaction process.

**Item 7: Low water channel- borrow areas:**

Hold lines and grades as stated, clean up at the end. Volume is in the in-place fill.

**Item 8: Well Pad- 4 total:**

If the In-Place fill volume is in Item 6 then we would delete this bid item. If this is not in Item 6 or there are special circumstances regarding backfill around the conductor then a the dollar amount in the base bid would apply.

**Item 9: Excavate boring and receiving pits:**

Excavate and stockpile dirt. Does not include backfill or shoring. 30 x 30 x 10.5 deep 1.5/1 slopes

**Item 10: Ripping and floating pond bottoms:**

This item represents 24" deep approximately 3-4 ft apart one time over with the ripper with and 3 perimeter end passes. With one float pass.

An alternate price would be 5 ft deep 6 ft apart with a slip plow to mix and shatter the soil. \$ 725 per/ Acre x 176 acres = \$ 127,600.00 with one mobilization.

**Item 11: Performance and payment bonds:**

2% of project.

**Notes:**

Independent Compaction testing is not in this proposal. Surveys and Staking right of ways and GPS control is not in this proposal. We can possibly speed up the project by going 6 days a week but overtime rates would apply.

**PROPOSAL**

**DOCUMENT CHECKLIST**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

Bid proposals shall include the following documents:

- Bid Form
- Schedule of Work Items
- Statements by Bidder
- Bid Security Declaration
- Addenda Acknowledgement
- Certification of Bidders and Qualifications
- Safety Program Certification
- Non-Collusion Affidavit
- Bid Bond, Cash, or Certified Check
- Proposed Construction Schedule



**EXHIBIT C**  
**ALL-STATE BORING**  
**COST PROPOSAL**

**PROPOSAL**

**DOCUMENT CHECKLIST**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

Bid proposals shall include the following documents:

- Bid Form
- Schedule of Work Items
- Statements by Bidder
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- Certification of Bidders and Qualifications
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- Bid Bond, Cash, or Certified Check
- Proposed Construction Schedule

PROPOSAL TO

GROUNDWATER BANKING JOINT POWERS AUTHORITY

WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT

Name of Bidder: CNSB, INC. DBA ALLSTATE BORING

Business Address: 7553 JENNING ST.

in the City of BAKERSFIELD, County of MERN,

State of CALIFORNIA, Zip Code 93314.

Phone No. 661-399-5000.

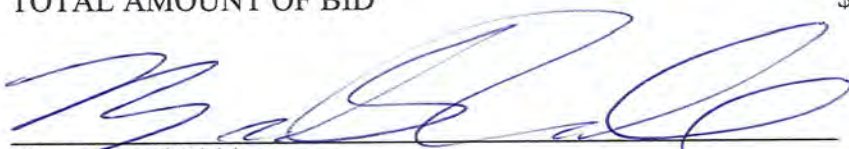
TO: BOARD OF DIRECTORS,  
GROUNDWATER BANKING JOINT POWERS AUTHORITY (GBJPA)

Pursuant to and in compliance with your notice inviting sealed proposals (the "Bids") and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Agreement, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the work required in connection with the construction and other Contract Documents, including Addenda, for the prices hereinafter set forth.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and bidder proposes and agrees, if the proposal is accepted, that bidder will execute an Agreement with GBJPA in the form set forth in the Contract Documents and that bidder will accept in full payment thereof the following prices, to wit:

**SCHEDULE OF WORK ITEMS**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

<u>Base Bid Items</u>				Total
<u>Item</u>	<u>Approx.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
<u>No.</u>	<u>Quantity</u>		<u>Dlrs./Cts.</u>	<u>Dlrs./Cts.</u>
1	Lump Sum	Mobilization, Demobilization, & Cleanup	\$ <u>Ø</u>	\$ <u>Ø</u>
2	4 EA <i>100'</i>	48"x5/8" Steel Casing by Hammer Method from Enos Ln R/W to R/W	\$ <u>157,042</u>	\$ <u>628,168</u>
3	Lump Sum	Performance & Payment Bonds	\$ <u>10,500</u>	\$ <u>10,500</u>
SUBTOTAL, Base Bid Items				\$ <u>638,668</u>
ADDITION (+) OR				\$+ _____
DEDUCTION (-)*				\$- _____
TOTAL AMOUNT OF BID				\$ <u>638,668</u>
 _____ Signature of Bidder				

It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work whether they be more or less than those shown.

GBJPA reserves the right to award the Work to the lowest responsible bidder based on any single schedule or combination of schedules of bid items deemed by GBJPA in its sole discretion, to be in GBJPA's best interest.

\*Provision is made here for the bidder to include an addition or deduction in their Bid, if bidder wishes, to reflect any last-minute adjustments in price. The addition or deduction, if made, will be proportionately applied to the progress payments for items \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. (If no items are listed, the addition or deduction shall be treated as a separate bid item, and payment or deduction for this item shall be proportionate to the percentage payment for completed work).





B. The bidder intends to furnish materials supplied by the following manufacturers: (Bidder to list one manufacturer only for each item.)

<u>Item</u>	<u>Manufacturer</u>
48" CASING / CASING SALES COMPANY PREFLIGHT PIPE	DURA BOND

C. The name and location of place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the Work, or improvements, in an amount in excess of 1/2 of 1 percent (0.5%) of the bidder's total Bid, and the portion of the Work which will be done by each subcontractor is set forth as follows:

<u>Name of Subcontractor</u>	<u>Address of Offices</u>	<u>Portion of Work to be Subcontracted</u>
NONE	-	-

D. Except as hereinabove provided, the bidder acknowledges and agrees that the bidder will perform all required work in accordance with Section 4106 of the California Public Contract Code.

E. Person who inspected site of the proposed Work for the bidder:

Name: BRIAN SHEPHERD Date of Inspection: 4-4-23

Name: KENNY SCOTT Date of Inspection: 4-4-23

F. It is agreed that, if requested by GBJPA, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of their current financial condition.

G. The undersigned shall furnish the following information. Failure to comply with this requirement will render the Bid informal and may cause its rejection. Additional sheets may be attached if necessary.

(1) Address: 7553 JENICO ST.  
BOMERSFIELD, CA 93314

(2) Type of firm: Individual \_\_\_\_\_  
 Partnership \_\_\_\_\_  
 Joint Venture \_\_\_\_\_  
 Corporation (S)CORP - CNSB, INC. DBA GULISTATE BDRING

(3) Telephone: 661-978-8589

(4) Contractor's license: Primary class. A Lic. No. 872946  
 Supplemental classifications held, if any: CL01-DO9

(5) Number of years as a contractor in construction work of this type: 17

(6) Three projects of this type and complexity recently constructed by bidder:

<u>Contract Amount</u>	<u>Type of Project</u>	<u>Date Completed</u>	<u>Owner's Name &amp; Address</u>
<u>\$ 2+ MILLION</u>	<u>Jack &amp; Bore</u>	<u>2022</u>	<u>CHEYRON - KSI</u>
<u>\$ 750,000</u>	<u>Jack &amp; Bore</u>	<u>2023</u>	<u>OGRO ENERGY - PCL</u>
<u>\$ 100,000+</u>	<u>PIPE BOM</u>	<u>2018</u>	<u>CITY OF BOMERSFIELD - LUM LYLES</u>



**BID SECURITY DECLARATION**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

ACCOMPANYING THIS PROPOSAL IS Bidders bond  
(Insert the words "cash", "bidder's bond", "cashier's check", or "certified check", as the case may be) in an amount equal to at least ten percent (10%) of the total amount of the bid, payable in lawful money of the United States of America to the

**GROUNDWATER BANKING JOINT POWERS AUTHORITY (GBJPA)**

The undersigned deposits the security in the form set forth above as a proposal guarantee and agrees that it shall be forfeited to GBJPA in case this is accepted by GBJPA and the undersigned fails to execute an Agreement with GBJPA as specified in the Contract Documents accompanied by the required payment and faithful performance bonds with sureties satisfactory to GBJPA, and accompanied by the required certificates of insurance coverage and endorsements. Should GBJPA be required to engage the services of an attorney(s) in connection with the enforcement of this Bid, bidder promises to pay all of GBJPA's reasonable attorneys' fees and costs incurred with or without suit. The bidder's liability to GBJPA for failure to do any of the foregoing shall not be limited to the amount of the deposited security in the form set forth above.

The names of all persons interested in the foregoing proposal as principals are as follows:

(NOTICE: If bidder or other interested person is a **corporation**, state legal name of corporation also names of the president, secretary, treasurer and manager thereof; if a **general partnership**, state true name of firm, also names of all individual partners and limited partners; if bidder or other interested person is an **individual**, state first and last names in full; if the bidder is a **joint venture**, state the complete name of each venturer).

CNSB, Inc. DBA - Allstate Boring

Brian Sherrell - president, secretary, treasurer

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

**ADDENDA ACKNOWLEDGMENT**

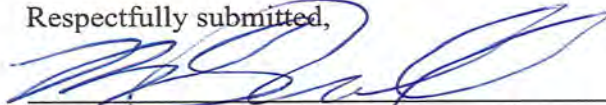
**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

Bidder shall signify receipt of all addenda (if any) here:

Addenda Nos.

---

Respectfully submitted,



Contractor or Authorized Representative

By BRIAN SHERRELL

7553 JUNIPER DR. BRIMSFIELD, CO. 93514

Complete Business Address

661-399-5000

Telephone Number

661-399-4144

FAX Number

872946

Contractor's License Number

Dated: 4-4-23

NOTE: If bidder is a **corporation**, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation, and the corporate seal shall be affixed; if bidder is a **partnership**, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the bidder is an **individual**, his signature shall be placed above; if the bidder is a **joint venture**, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.



## CERTIFICATION OF BIDDERS AND QUALIFICATIONS

### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT

The undersigned bidder certifies that bidder is, at the time of bidding, and shall be, throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that bidder is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The undersigned bidder certifies that it is not an ineligible contractor for the purposes of California Labor Code Section 1777.1 or 1777.7. The undersigned further certifies that no subcontractor to be used for the performance of the Work is an ineligible contractor for the purposes of Labor Code Section 1777.1 or 1777.7.

The bidder represents that bidder is competent, knowledgeable and has special skills regarding the nature, extent and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work which may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

Bidder expressly acknowledges that bidder is aware of such peculiar risks and that they have the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

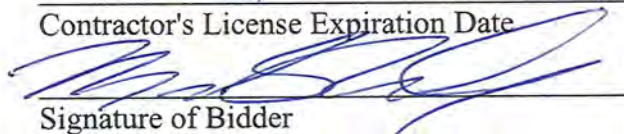
Furthermore, Bidder hereby certifies to GBJPA that all representations, certifications, and statements made by Bidder, as set forth in this bid, are true and correct and are made under penalty of perjury.

Signed this 4 day of APRIL, 2023

CNSB, INC. DBO ALLSTATE BORING  
Name of Bidder

872946  
Contractor's License No.

2-29-24  
Contractor's License Expiration Date

  
Signature of Bidder

PRESIDENT  
Title of Signatory

**SAFETY PROGRAM CERTIFICATION**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

CONTRACTOR acknowledges that CONTRACTOR has read Section 01410 of Division 1 – General Requirements, Construction Safety Procedures.

CONTRACTOR certifies to GBJPA that CONTRACTOR’s SAFETY PROGRAM includes the following elements:

- Safety Policy
- Incident Investigation Program
- Safety Meeting Program
- Statistical Injury and Illness Data
- Safety Training Program and Records
- Disciplinary Procedures
- Safety Inspection Program
- OSHA T1 Annual Trench Excavation Permit: Permit No. 918810

Signed this 4 day of APRIL, 2023

CNSB, INC. DBA ALLSTATE BORING  
Name of Bidder

  
Signature of Bidder

PRESIDENT  
Title



# THE OHIO CASUALTY INSURANCE COMPANY

BOND NO.: CNSIN-001

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, CNSB, INC. DBA ALLSTATE BORING, (hereinafter called the Principal), and THE OHIO CASUALTY INSURANCE COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of NEW HAMPSHIRE, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of CALIFORNIA, as Surety, are held and firmly bound unto GROUNDWATER BANKING JOINT POWERS AUTHORITY, (hereinafter called the obligee) in the sum equal to 10% of the accompanying bid of the Principal, not, however, in excess of TEN PERCENT OF THE TOTAL AMOUNT OF THE BID Dollars (10% OF THE BID AMOUNT), for the payment of which, well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the above bounden Principal as aforesaid, is about to hand in and submit to the obligee a bid for WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT, in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefore.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said principal and said Surety have caused these presents to be duly signed and sealed this 5<sup>TH</sup> day of APRIL, 2023.

CNSB, INC. DBA ALLSTATE BORING

BY: 

THE OHIO CASUALTY INSURANCE COMPANY

BY: 

MATTHEW R. DOBYNS, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208425-969327

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley M. Spohn, Hamilton Kenney, Matthew R. Dobyns, Randy Spohn

all of the city of Santa Ana state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of July, 2022



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of April, 2023



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**CALIFORNIA ALL-PURPOSE 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 ORANGE

On 4/5/2023 before me, ERIKA G. MORGAN, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS,

who proved to me on the basis of satisfactory 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.**

*Erika G. Morgan*  
Signature of Notary

**OPTIONAL**

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S)	_____
<input checked="" type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER: _____	_____
<b>SIGNER IS REPRESENTING:</b>	_____
<b>NAME OF PERSON(S) OR ENTITY(IES)</b>	_____
_____	
_____	



**NON-COLLUSION AFFIDAVIT**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

State of California )  
County of Kern ) ss.

Brian Sherrell, being first duly sworn, deposes and says that he or she is President of CNSB, Inc. DBA Allstate Boring the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Witness my hand and official seal.

  
Signature Brian Sherrell 4/5/2023

(Corporate Seal)

Subscribed and sworn to before me on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public) See Attached Jurat

(Notary Seal)

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

\_\_\_\_\_

\_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 Kern

Subscribed and sworn to (or affirmed) before me  
 on this 5<sup>th</sup> day of April, 2023,  
 by Date Month Year

(1) Brian Sherrell

(and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.



Signature Nicole Kitchen  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Non-Collusion Affidavit Document Date: 4/5/2023

Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

# Allstate Boring Schedule and Exclusions

Date: April 5th 2023

## West Enos Recharge Facilities Emergency Project

**JOB IS BID FOR 4 CROSSING @ 100 FEET EACH**

### Construction schedule

Description of task	Days
Mobilize	1
Delivery of 48" casing	3
Welding of 48"	9
Hammering of 48"	10
48" Casing clean out	3
Demob	2
<b>Total</b>	<b>28</b> Days to Complete

### Exclusions & Stipulations

Allstate is excluding: ground water, rock, wood, or unborable substructures.  
Allstate will need water for lubricating casing. Water to be supplied on site.  
All soil from inside the casing to be left in bore pit area.  
Pits to be dug by others. All survey by others.  
Since the job is under caltrans, it is bid with normal hours per week (40)  
All traffic control related items by others.  
Welding to be completed by AWS D1.1 welders.  
Outside grout not included in this price and shouldn't be needed due to hammer bore process.  
**Due to hammer bore process, Allstate cannot guarantee line or grade**

x.   
Brian Sherrell - President

**EXHIBIT D**  
**SOILS ENGINEERING, INC. (SEI)**  
**COST PROPOSAL**





April 11, 2023

Proposal 23-242

**Groundwater Bank Joint Powers Authority**  
C/O Rosedale-Rio Bravo Water Storage District  
859 Allen Rd.  
Bakersfield, CA 93314

Attn: Mr. Dan Bartel, General Manager

Subject: PROPOSAL: Inspection Services & Misc. Materials Testing  
Project: West Enos Recharge Facility  
Location: Enos Lane, North of Goose Lake Slough, Kern County, CA

Dear,

Thank you for contacting Soils Engineering, Inc. (SEI) to provide services for the above listed project. Our services will consist of engineering or inspection services and/or miscellaneous field and laboratory materials testing services based on a Time & Materials (T&M) basis per our 2023 Fee Schedule. Below is an estimate for the scope of work required per the provided drawings.

**Soils and Grading**

Special Inspector Mass Grading-Full time ([10] 8hr. days @ \$115/hr.).....	\$ 9,200.00
Special Inspector Mass Grading-Periodic ([80] 3hr. Visits @ \$115/hr.) .....	\$ 27,600.00
Soil Sieve Analysis (ASTM D422 (10 @ \$100/ea.).....	\$ 1,000.00
Maximum Densities (ASTM D1557 Method 'A' or 'B' (10 @ \$170/ea.).....	\$ 1,700.00
Maximum Densities (ASTM D1557 Method 'C' (2 @ \$220/ea.).....	\$ 440.00
..... Estimated Subtotal:	\$ 39,940.00

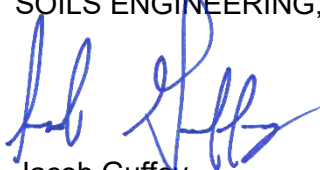
**Project Management:**

Project Manager (40 hrs. @ \$100/hr.) .....	\$ 4,000.00
Project Reporting (40 hrs. @ \$45/hr.) .....	\$ 1,800.00
Engineering Review (30 hrs. @ \$195/hr.) .....	\$ 5,850.00
..... Estimated Subtotal:	\$ 11,650.00

..... **Estimated Total: \$ 51,590.00**

The above listed hours and tests are only estimates for the requested project scope. Any additional services not listed above will also be billed on a T&M basis per our attached 2023 Fee Schedule. We appreciate the opportunity to provide our services. Should you have any questions, or would like additional information regarding our services, or to discuss our proposal in detail, please don't hesitate to contact our office.

Respectfully submitted,  
SOILS ENGINEERING, INC.

  
Jacob Guffey  
Field Manager

  
On Man Lau  
Engineering Manager



# **SOILS ENGINEERING, INC. Terms for Engineering, Inspection Services and/ or Materials Testing**

## **THIS AGREEMENT**

**SEI PROPOSAL NO. 23-242**

This agreement is made by and between SOILS ENGINEERING, INC. (SEI), herein after referred to as Geotechnical Engineer, and **BGJPA c/o RRBWSD**, herein after referred to as Client. This agreement between the parties consists of these terms, the attached proposal identified as **23-242 (Inspection Services & Misc. Materials Testing for the West Enos Recharge Facility, located at Enos Lane, North of Goose Lake Slough, Kern County, CA)** dated April 11, 2023, and any exhibits or attachments noted in the proposal. Together these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

**STANDARD OF CARE:** The client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by the Geotechnical Engineer will be based solely on information available to the geotechnical engineer. The geotechnical engineer is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by the geotechnical engineer under this agreement are expected by the client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty expressed or implied is made.

**SITE ACCESS AND SITE CONDITIONS:** Client will grant or obtain free access to the site for all equipment and personnel necessary for the geotechnical engineer to perform the work set forth in this agreement. The client will notify any and all possessors of the project site that client has granted geotechnical engineer free access to the site. The geotechnical engineer will take reasonable precautions to minimize damage to the site, but it is understood by client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the proposal.

The client is responsible for the accuracy of locations for all subterranean structures and utilities. The Geotechnical Engineer will take reasonable precautions to avoid known subterranean structures, and the client waives any claim against Geotechnical Engineer, and agrees to defend, indemnify, and hold Geotechnical Engineer harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, client agrees to compensate geotechnical engineer for any time spent or expenses incurred by Geotechnical Engineer in defense of any such claim with compensation to be based upon Geotechnical Engineer's prevailing fee schedule and expense reimbursement policy.

**SAMPLE DISPOSAL:** The geotechnical engineer will dispose of all remaining samples after the required testing is complete unless other arrangements are made. Further storage or transfer of samples can be made at client's expense upon client's prior written request.

**CONSTRUCTION MONITORING:** If the geotechnical engineer is retained by the client to provide a site representative for the purpose of monitoring specific portions of the construction work as set forth in the proposal then this phrase applies. For the specified assignment, the geotechnical engineer will report observations and professional opinions to the client. No action of the geotechnical engineer or geotechnical engineer's site representative can be construed as altering any agreement between the client and others. The geotechnical engineer will report any observed work to the client which, in the geotechnical engineer's professional opinion, does not conform with plans and specifications. The geotechnical engineer has no right to reject or stop work of any agent of the client. Such rights are reserved solely for the client. Furthermore, the geotechnical engineer's presence on site does not in any way guarantee the completion or quality of the performance or the work of any party retained by the client to provide construction related services.

The geotechnical engineer will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or agreement of the client, or safety precautions and programs incident thereto.

**BILLING AND PAYMENT:** The services that are agreed upon are listed in SEI proposal 23-242 dated April 11, 2023. Client will pay the geotechnical engineer the lump sum amount indicated on SEI's Proposal. If an estimate for services was provided, then all services will be billed as Time & Materials (T&M) per our referenced fee schedule in SEI proposal 23-242. Invoices will be submitted to Client by Geotechnical Engineer and will be payable upon presentation. If client objects to all or any portion of any invoice, client will so notify geotechnical engineer in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from the date of invoice. Client will pay an additional charge of one and one half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent account, except any portion of the invoiced amount in dispute and resolved in favor of client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount.

Client Initials \_\_\_\_\_

**CONTRACT: Inspection Services & Misc. Materials Testing****SEI Proposal No. 23-242****Proposal: West Enos Recharge Facility****April 11, 2023****Location: Enos Lane, North of Goose Lake Slough, Kern County, CA****Page 2**

All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the client to geotechnical engineer per geotechnical engineer's current fee schedules. In the event client fails to pay geotechnical engineer within sixty (60) days after invoices are rendered, client agrees that geotechnical engineer will have the right to consider the failure to pay the geotechnical engineer's invoice as a breach of this agreement.

**TERMINATION:** This agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this agreement or in the event of substantial failure of performance by the other party, or if the client suspends the work for more than three (3) months. In the event of termination, geotechnical engineer will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and report necessary to document job status at the time of termination.

**RISK ALLOCATION/RELEASE/INDEMNIFICATION:** There are a variety of risks which potentially affect the Geotechnical Engineer by virtue of entering into an agreement to perform professional engineering services on the Client's behalf. One of these risks stems from the Geotechnical Engineer's potential for human error. In order for the Client to obtain the benefit of a fee which includes a lesser allowance for dealing with the Geotechnical Engineer's risks, the Client agrees to limit the Geotechnical Engineer's liability to the Client and to all other parties for claims arising out of the Geotechnical Engineer's performance of the services described in the agreement. The total aggregate liability of the Geotechnical Engineer will be limited to the insurance policy provided to the Client. The Client hereby releases Geotechnical Engineer for and from all claims, losses, liabilities, damages, actions, causes of action and remedies other than Client's remedy to claim and receive insurance proceeds as an additional insured under the insurance policy required by the provisions of this Agreement. Such release includes a waiver of all rights and benefits accorded by the provisions of California Civil Code Section 1542. The Client agrees to indemnify, defend and hold harmless Geotechnical Engineer, for all claims, losses, liabilities, damages, actions, causes of action and remedies arising from or in connection with Geotechnical Engineer's performance of its duties and obligations under this Agreement, including Geotechnical Engineer's acts or omissions, other than Client's remedy to claim and receive insurance proceeds as an additional insured under the insurance policy required by the provisions of this Agreement.

Limitations on liability, releases and indemnities in this agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action, excepting only the sole negligence or willful misconduct of Geotechnical Engineer. The parties bound by the provisions of this Section include the Client and its officers, directors, owners, members, agents, employees, affiliates, subcontractors, successors and assigns. The parties benefited by the provisions of this Section include Geotechnical Engineer and its officers, directors, owners, members, agents, employees, affiliates, subcontractors, successors and assigns. The parties also agree that the Client shall not be entitled to seek or recover damages in excess of the above limitations indirectly through suits with other parties who may join the Geotechnical Engineer as a third party defendant.

Notwithstanding anything to the contrary contained in this Agreement, both Client and Geotechnical Engineer agree that neither party will be liable to the other, under any circumstances, for special, consequential, or punitive damages arising out of or related to this agreement or any acts or omissions of SEI.

**DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS:** Client warrants that a reasonable effort to inform geotechnical engineer of known or suspected hazardous materials on or near the project site has been made. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Geotechnical engineer and client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Geotechnical engineer and client also agree that the discovery of unanticipated hazardous materials may make it necessary for geotechnical engineer to take immediate measures to protect health and safety. Client agrees to compensate geotechnical engineer for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

The Geotechnical Engineer agrees to notify client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold The Geotechnical engineer harmless for any and all consequences of disclosures made by The Geotechnical engineer which are required by governing law. In the event the project site is not owned by client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the agreement, client waives any claim against geotechnical engineer, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold geotechnical engineer harmless from any claim, liability, and/or defense costs for injury or loss arising from geotechnical engineer's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with the possible reduction of the property's value. Client will be responsible of any samples secured by the geotechnical engineer which are found to be contaminated.

Client Initials \_\_\_\_\_

**CONTRACT: Inspection Services & Misc. Materials Testing**  
**Proposal: West Enos Recharge Facility**  
**Location: Enos Lane, North of Goose Lake Slough, Kern County, CA**

**SEI Proposal No. 23-242**  
**April 11, 2023**  
**Page 3**

**DISPUTES RESOLUTION:** All claims, disputes, and other matters in controversy between geotechnical engineer and client arising out of or in any way related to this agreement will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If and to the extent client and geotechnical engineer have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution" which, if attached, is incorporated and made a part of this agreement.

If a dispute at law arises related to the services provided under this agreement and that dispute arises litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where geotechnical engineer's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses.

**GOVERNING LAW AND SURVIVAL:** The law of the state of California will govern the validity of these terms, their interpretation and performance. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for cause.

**NO THIRD-PARTY BENEFICIARIES:** Nothing herein is intended to convey any rights to individuals or entities that are not parties to this Agreement.

The parties have read the foregoing, understand completely the terms, and willingly enter into this agreement which will become effective on the date signed by the client below.

**Soils Engineering, Inc.**

**Groundwater Bank Joint Powers Authority**  
**C/O Rosedale-Rio Bravo Water Storage District**

\_\_\_\_\_  
Tony M. Frangie, Vice President

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

Date:

\_\_\_\_\_  
(Please Print Name & Title Above)



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# 2023

# FEE SCHEDULE

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**Geotechnical Engineering • Geological Engineering • Environmental Engineering  
Surveying • Drilling Services • Materials Testing & Inspection**

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### **Leadership Team**

L. Thomas Bayne..... President  
Tony Frangie ..... Vice President  
On Man Lau..... Engineering Manager  
Robert Becker..... Environmental Manager  
Darren McCaffrey..... Chief Surveyor  
Jacob Guffey..... Field Manager  
Andrew Lucas..... Laboratory Manager



## INTRODUCTION

Since our inception in Bakersfield, California in 1966, Soils Engineering, Inc. has endeavored to provide our clients with the best in professional engineering consulting, materials testing, and drilling services for geotechnical and environmental exploration.

Listed herein are prices for engineering and testing services we most frequently perform.

Sampling and testing are conducted in accordance with the latest applicable specifications of the American Society for Testing and Materials, American Association of State Highway Officials, or other pertinent agencies.

### **Basis for charges for 2023**

Test prices shown are for laboratory work only and include reporting of routine results not calling for recommendation or conclusion. The standard turn-around time for all laboratory testing is five (5) working days. For all expedited laboratory testing requests, an additional rush fee of fifty percent (50%) will be added. All soil samples will be discarded after test completion, unless prior arrangements have been made.

Services and inspection(s) within a radius of fifty (50) miles will incur a two-hour minimum with a one-hour block thereafter. Services and inspection(s) outside of fifty (50) miles will incur a four-hour minimum with a two-hour block thereafter. Service commenced between the hours of 7:00am and 4:00pm will be performed at the standard rates presented herein. Any services initiated outside of these hours will be billed at the appropriate rate. Services that are rendered more than eight-hours (and up to twelve) on any weekday and on Saturdays will be billed at time and a half. Services rendered more than twelve-hours on any weekday, on Holidays, on Sundays, or more than eight-hours on Saturdays will be charged at two-times the hourly rate.

Requests for copies of Geotechnical or Environmental Investigations previously completed and reported must be approved by the original client. Once approved by the client, the person requesting will be required to pay a one-time report charge of two-hundred dollars (\$200.00) prior to release of the report.

Miscellaneous expenses encountered in performance of services, such as printing and binding, permits, supplies not normally used to perform a specific job, etc. are billed at cost plus a twenty percent (20%) service charge. All heavy equipment rentals are based on a minimum charge of four hours, not including travel time.

Invoices are submitted at monthly intervals, or upon completion of the project, whichever is sooner. Engineering, project management and report preparation time will be added to invoices, as required. Payment for all work performed is due upon receipt of the invoice, unless otherwise agreed. A service charge of one and one-half percent (1.5%) per month will be added to overdue accounts thirty (30) days after the date of the original invoice.





**PROFESSIONAL STAFF RATES**

Senior Registered Engineer / Licensed Land Surveyor or Principal .....	\$195.00/hr.
Registered Engineer or Geologist, REA II .....	\$195.00/hr.
Project Professional .....	\$150.00/hr.
Staff Engineer .....	\$120.00/hr.
Staff Geologist.....	\$120.00/hr.
Expert Testimony and Special Consultation (4hr Minimum).....	\$500.00/hr.
Project Administrator/Coordinator .....	\$85.00/hr.
Administrative Assistant/Clerical.....	\$75.00/hr.
Report Preparation/Clerical .....	\$45.00/per report

**TECHNICAL STAFF RATES**

Field, Laboratory, & Project Manager.....	\$100.00/hr.
Engineering Technician (Field or Laboratory) .....	\$80.00/hr.
Deputy Inspector (Requires Certified Testers or Inspectors, i.e., ICC, AWS, Caltrans, etc.) .....	\$90.00/hr.

**SURVEYING SERVICES**

Survey Crew (1-Person) .....	\$160.00/hr.
Survey Crew (2-Person) .....	\$200.00/hr.
Dig Alert USA Ticket Staking / Layout .....	\$105.00/hr.
Surveyor Office Research & Calculations.....	\$125.00/hr.
Computer Aided Drafting (CAD).....	\$125.00/hr.
Trimble Handheld GPS Device, & Digital Optical Level .....	\$105.00/day
Trimble R8 GPS, & Trimble VX Total Station .....	\$260.00/day
Leica C10 3D Scanner.....	\$750.00/day

**DRILLING SERVICES**

Drilling Services (CME 75 HT) two-man crew .....	\$320.00/hr.
Drilling Services (CME 45 HT) two-man crew .....	\$270.00/hr.

In adverse drilling conditions, the client will be responsible for replacing lost or broken equipment.



**PREVAILING WAGE RATES – SOUTHERN CALIFORNIA**

*This Fee Schedule was developed based on determination index SC-23-63-2-2020-2D, general prevailing wage journeyman. The billing rates are subject to revision at the time of issuance of a new Determination and subsequent Determinations or Predetermined Increases for the duration of the project. The rates in effect at the time of a Determination or Predetermination shall be increased proportionally with respect to any labor and benefits rate increases mandated by the California Department of Industrial Relations.*

Group 1 .....	\$115.00/hr.
<i>Field Soils &amp; Materials Tester, Field Asphaltic Concrete, Field Earthwork, Roof Inspector, Water Proofer</i>	
Group 2 .....	\$120.00/hr.
<i>AWS-CWI Inspector, Building/Construction Inspector, Licensed Grading Inspector, Reinforcing Steel, Reinforced Concrete, Pre/Post-Tension Concrete, Structural Steel &amp; Welding Inspector, Glue-Lam &amp; Truss Joints, Truss-Type Joint Construction, Shear Wall &amp; Floor System, Concrete Batch Plant, Spray-Applied Fireproofing, Structural Masonry</i>	
Group 3 .....	\$125.00/hr.
<i>Non-Destructive Testing (NDT)</i>	
Survey Crew (1-Person) .....	\$210.00/hr.
Survey Crew (2-Person) .....	\$300.00/hr.
Drilling Services (CME 75 HT) two-man crew .....	\$370.00/hr.
Drilling Services (CME 45 HT) two-man crew .....	\$345.00/hr.

**PREVAILING WAGE RATES – NORTHERN CALIFORNIA**

*This Fee Schedule was developed based on determination index NC-63-3-9-2020-2, general prevailing wage journeyman. The billing rates are subject to revision at the time of issuance of a new Determination and subsequent Determinations or Predetermined Increases for the duration of the project. The rates in effect at the time of a Determination or Predetermination shall be increased proportionally with respect to any labor and benefits rate increases mandated by the California Department of Industrial Relations.*

Group 1 .....	\$125.00/hr.
<i>DSA Masonry, DSA Shotcrete, Lead Inspector, NICET Level IV &amp; NDT Level II</i>	
Group 2 .....	\$115.00/hr.
<i>AWS-CWI, ICC Certified Structural Inspector, NICET Level III, Shear Wall/Floor System Inspector, Building/Construction Inspector</i>	
Group 3 .....	\$110.00/hr.
<i>Geotechnical Driller, Soils/Asphalt, Earthwork Grading, Excavation &amp; Backfill, NICET Level II</i>	
Group 4 .....	\$105.00/hr.
<i>ACI, Drillers Helper, ICC Fireproofing, NICET Level I, Proof-load Testing, Torque Testing, NACE, NDT Level I</i>	
Survey Crew (1-Person) .....	\$210.00/hr.
Survey Crew (2-Person) .....	\$300.00/hr.
Drilling Services (CME 75 HT) two-man crew .....	\$370.00/hr.
Drilling Services (CME 45 HT) two-man crew .....	\$345.00/hr.



**TRAVEL AND EXPENSES**

Travel Time Rates .....	Hourly Rates
Vehicle Mileage Rates.....	\$0.585/mile
Drill Rig Mileage Rates.....	\$2.50/mile
Per Diem Per Person.....	Cost plus 20%
Equipment Rental or Subcontracting Charges.....	Cost plus 20%

**SOIL TESTING OR INSPECTIONS**

**RELATIVE COMPACTION TESTS**

Nuclear Gauge Method - (ASTM D2922 Soil / ASTM D2950 Asphalt).....	\$10.00/test
Nuclear Gauge Method - (CTM-231 Soil / CTM-375 Asphalt).....	\$10.00/test
Sand Cone Method - (ASTM D1556) .....	\$10.00/test
Sand Calibration - (ASTM D1556) .....	\$100.00/test

**DENSITY & MOISTURE DETERMINATIONS**

Tube Density - (ASTM D2937).....	\$20.00/test
Native Soil Moisture - (ASTM D2216 / CTM-226).....	\$20.00/test
Maximum Density/Optimum Moisture (Proctor) (ASTM D1557 Method A or B) .....	\$170.00/test
Maximum Density/Optimum Moisture (Check Point) (ASTM D1557 Method A or B) .....	\$75.00/test
Maximum Density/Optimum Moisture (Proctor) (ASTM D1557 Method C) .....	\$220.00/test
Maximum Density/Optimum Moisture (Check Point) (ASTM D1557 Method C) .....	\$100.00/test
Maximum Density/Optimum Moisture w/ Rock Correction (ASTM D1557 & D4718) .....	\$350.00/test
California Impact (CTM-216) .....	\$250.00/test

**SOIL TESTS**

Sieve Analysis with # 200 Wash Test - (ASTM D422) .....	\$100.00/test
Hydrometer Method - (ASTM D422).....	\$200.00/test
# 200 Wash Test Only - (ASTM D422) .....	\$60.00/test
Plasticity Index - (ASTM D4318) .....	\$200.00/test
Expansion Index - (ASTM D4829) .....	\$150.00/test
Specific Gravity of Soils (Vacuum) (ASTM D854).....	\$200.00/test
Sand Equivalent (CTM-217) .....	\$100.00/test
Standard Resistance “R” Value (CTM-301).....	\$250.00/test
Aggregate Base Resistance “R” Value (CTM-301) .....	\$350.00/test
Dispersion Test (Pin Hole) (ASTM D4647).....	\$300.00/test
Permeability Coefficient (ASTM D2434) .....	\$150.00/test



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Percolation Rate (Field Test).....	By Quote
SO <sup>4</sup> /pH/CL/EC (Sulfate/pH/Chloride) .....	\$150.00/set
Thermal Conductivity of Soils and Soft Rock by Thermal Needle Probe (ASTM D5334).....	\$250.00/test

**SOIL STRENGTH, SHEAR AND CONSOLIDATION TEST**

Consolidation (4-Points) (ASTM D2435) .....	\$150.00/test
Direct Shear (3-Point Curve) (ASTM D3080) .....	\$200.00/test
Unconfined Compression (ASTM D2166).....	\$200.00/test
Soil Strength Specimen Preparation & Testing (Cement / Lime) (Various Methods) .....	By Quote

**ASPHALT & AGGREGATE TESTING OR INSPECTIONS**

**ASPHALTIC CONCRETE TESTING**

HVEEM Method Max Density Compaction (CTM-304, Set of 3, Lab Mixed).....	\$300.00/set
HVEEM Method Max Density Compaction (CTM-304, Set of 3, Pre-Mixed) .....	\$200.00/set
Marshall Method Max Density Compaction (ASTM D1559, Set of 3, Lab Mixed).....	\$300.00/set
Marshall Method Max Density Compaction (ASTM D1559, Set of 3, Pre-Mixed) .....	\$200.00/set
Theoretical Maximum Specific Gravity/Density (RICE) (CTM-309) .....	\$175.00/test
Bitumen Content by Ignition Oven (CTM-382).....	\$200.00/test
Mix Design Ignition Oven Correction Factor Determination @ 538°C or 482°C(CTM-382) .....	\$720.00/ea.
Moisture Content of Bituminous Mixtures (CTM-370) .....	\$50.00/test
Reclaimed Asphalt Paving (RAP) Oil Content (CTM-LP9) .....	\$200.00/test
Reclaimed Asphalt Paving (RAP) Moisture Content (CTM-LP9) .....	\$30.00/test
Bulk Specific Gravity and Density of Asphalt Cores (CTM-308) .....	\$20.00/ea.
Test Preparation of Drilled Asphalt Cores (Saw Cuts for Layer Separation).....	\$10.00/ea.
Stabilometer “S” Value of Bituminous Mixtures (CTM-366 Set of 3 + Compaction) .....	\$200.00/set

**AGGREGATE TESTING**

Combined Aggregate Gradation (CTM-202) (ASTM C117 & C136) .....	\$200.00/test
Split Coarse Aggregate Gradation (CTM-202) (ASTM C117 & C136) .....	\$100.00/split
Sand Equivalent (CTM-217) .....	\$100.00/test
Percentage Crushed Particles (CTM-205) .....	\$150.00/test
Specific Gravity of Coarse Aggregate (CTM-206) (ASTM D127).....	\$100.00/test
Specific Gravity of Fine Aggregate (CTM-207) (ASTM D128).....	\$150.00/test
Durability Index (DI) (Coarse) (CTM-229) .....	\$220.00/test
Durability Index (DI) (Fine) (CTM-229) .....	\$220.00/test
Cleanness Value (CV) (CTM-227).....	\$210.00/test
Abrasion by use of LA Rattler Machine (CTM-211) .....	\$350.00/test
Organic Impurities (ASTM C40) .....	\$100.00/test

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**CONCRETE / MASONRY TESTING OR INSPECTIONS**

**CONCRETE TESTING**

Compressive Strength of Concrete Cylinders (ASTM C39 / CTM-521) (Set of 4) .....	\$100.00/set
Compressive Strength of Concrete Cylinders (ASTM C39 / CTM-521) (Individual >4) .....	\$25.00/ea.
Flexural Test of Concrete Beams (ASTM C78) .....	\$150.00/ea.
Compressive Strength of Drilled Concrete Cores (ASTM C42) .....	\$50.00/ea.
Test Preparation of Drilled Cores or Cast Cylinders (Saw Cuts) .....	\$10.00/ea.
Compressive Strength of Lightweight Insulating Concrete Cylinders (ASTM C495) .....	\$50.00/ea.
Unit Weight of Structural Lightweight Concrete (ASTM C567) .....	\$100.00/test
Air Content of Freshly Mixed Concrete (ASTM C231) .....	\$100.00/test
Concrete Moisture/Alkali Test Kit (ASTM F1869) .....	\$75.00/test
Concrete Relative Humidity Probe (ASTM F2170) .....	\$75.00/test

**MASONRY TESTING**

Compressive Strength of Grout (ASTM C942) (Set of 3) .....	\$100.00/set
Compressive Strength of Mortar (ASTM C109) (Set of 3) .....	\$100.00/set
Compressive Strength of Drilled Masonry Cores (ASTM C42) .....	\$50.00/ea.
Masonry Core Shear Test .....	\$50.00/test
Compressive Strength of Grouted Masonry Prism (ASTM C1314) .....	\$450.00/set
Test Preparation of Grouted Masonry Prism (Saw Cutting) .....	By Quote
Compressive Strength of Concrete Masonry Unit (CMU) (3 Required) (ASTM C140) .....	\$300.00/set
Moisture, Absorption & Unit Weight of CMU (3 Required) (ASTM C140) .....	\$150.00/set
Shrinkage of CMU (3 Required) (ASTM C426) .....	\$450.00/set

**STRUCTURAL TESTING OR INSPECTIONS**

**REINFORCING STEEL**

Tensile Strength & Bend Test # 3 through # 8 (ASTM A615/A706) .....	\$100.00/test
Tensile Strength & Bend Test # 9 through # 11 (ASTM A615/A706) .....	\$200.00/test
Tensile Strength # 14 or #18 (ASTM A615/A706) .....	By Quote
Bend Test # 14 or #18 (ASTM A615/A706) .....	By Quote

**WELDING INSPECTION**

Visual Field or Shop Welding Inspection .....	\$85.00/hr.
Ultrasonic Field or Shop Testing .....	\$120.00/hr.



**STRUCTURAL STEEL**

Spray Applied Fireproofing Inspection .....	\$85.00/hr.
Spray Applied Fireproofing Density Tests .....	\$100.00/test
Spray Applied Fireproofing Adhesion Tests .....	\$50.00/test
Tensile Strength (ASTM A36) .....	By Quote
Bend Test (ASTM A36) .....	By Quote
Sample Preparation.....	By Quote

**STRUCTURAL BUILDING (Shear Wall / Roofing)**

Shear Panel Inspection.....	\$100.00/hr.
Roof Installation Inspection.....	By Quote
Glu-Lam Inspection.....	By Quote
Cut Analysis of Built-Up Roofs .....	\$200.00/ea.
Roof Tile Strength Test - Clay or Concrete (5 Required).....	\$100.00/test
Roof Tile Absorption Test - Clay or Concrete (5 Required) .....	\$60.00/test

**STRUCTURAL BOLTING**

Structural Bolts - Bolt/Nut/Washer (Proof Load, Tensile, Hardness) .....	\$600.00/set of 3
Structural Anchor Bolts - Bolt/Nut/Washer (Proof Load, Tensile, Hardness) .....	By Quote

**BRINELL HARDNESS**

Standard Indenter for Steel or Cast Iron (F Pins) (ASTM E10) .....	\$50.00/ea.
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**EQUIPMENT & MATERIALS**

**MISCELLANEOUS EQUIPMENT**

Service Truck / Flat Bed Truck (Mileage Charged Separately) .....	\$150.00/day
Concrete/Asphalt/Masonry Coring Rig .....	\$200.00/day
Hydraulic Pull Test Equipment (Up to 24 Tons).....	\$100.00/day
Hydraulic Pull Test Equipment (25 Tons to 50 Tons).....	\$200.00/day
“S” Beam Load Cell (0.5 Tons to 5 Tons).....	\$100.00/day
Auto-Read Floor Profiler (Floor Flatness Dipstick).....	\$400.00/day
Pachometer - Rebar Locator .....	\$100.00/day
Schmidt Hammer.....	\$100.00/day
Ultrasonic Testing Equipment .....	\$150.00/day
Skidmore-Wilhelm Device (Model MZ).....	\$250.00/day
Skidmore-Wilhelm Device (Model H) .....	\$300.00/day
Calibrated Torque Wrench (Large) .....	\$75.00/day
Calibrated Torque Wrench (Small) .....	\$25.00/day
Steam Cleaning Unit.....	\$200.00/day
Generator .....	\$100.00/day



## 2023 FEE SCHEDULE

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Roto Hammer / Demo Hammer.....	\$25.00/day
Submersible Pump.....	\$150.00/day
Water Level Meter.....	\$50.00/day
Water Quality Test Meter.....	\$50.00/day
Paint Thickness Meter.....	\$75.00/day

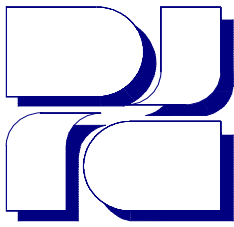
### **GEOPHYSICAL TESTING & EQUIPMENT**

Ground Penetrating Radar (GPR) - Noggin 100.....	\$500.00/site/day
Utiliguard Locating System (Ditchwitch).....	\$200.00/site/day
Nimbus Seismograph.....	\$500.00/test
Resistivity Meter (A-Spacings).....	\$300.00/test
Ground Rod Resistivity Meter.....	\$100.00/day
Downhole Geophones.....	By Quote
Magnetometer.....	By Quote
Neutron Moisture Gauge.....	By Quote

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**EXHIBIT E**  
**DEE JASPAR & ASSOCIATES, INC. (DJA)**  
**COST PROPOSAL**





**DEE JASPAR & ASSOCIATES, INC.**  
CONSULTING CIVIL ENGINEERS  
2730 UNICORN ROAD, BLDG A  
BAKERSFIELD, CA 93308  
PHONE (661) 393-4796  
FAX (661) 393-4799

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April 10, 2023

Dan Bartel  
c/o Rosedale-Rio Bravo Water Storage District  
849 Allen Road  
Bakersfield, CA 93314

**RE: Kern Fan Groundwater Storage Project  
West Enos Project Management and Assistance**

Mr. Bartel,

Attached is a cost proposal for providing project management and construction inspection services for the West Enos Earthwork Facility Project. The scope of work includes:

- General correspondence and communication with Contractors
- Submittal and RFI review and responses as appropriate
- Review proposed Change Orders and provide recommendations
- Review monthly progress payments and provide approval for payment
- Site Inspection, Quality Control, and Daily Reporting
- Permitting Compliance and Coordination
- Project Close-Out

The above noted items will be performed for multiple contracts that include the site earthwork, Enos Lane road crossing, and pipeline and conveyance structure installations. The budget for the project management and construction inspection work is approximately \$98,378.00.

The work will be billed on a time and material basis in accordance with our 2023 Rate Schedule.

Please let me know if you have any questions, concerns, or need anything else. Thank you for the opportunity to serve the District on this project.

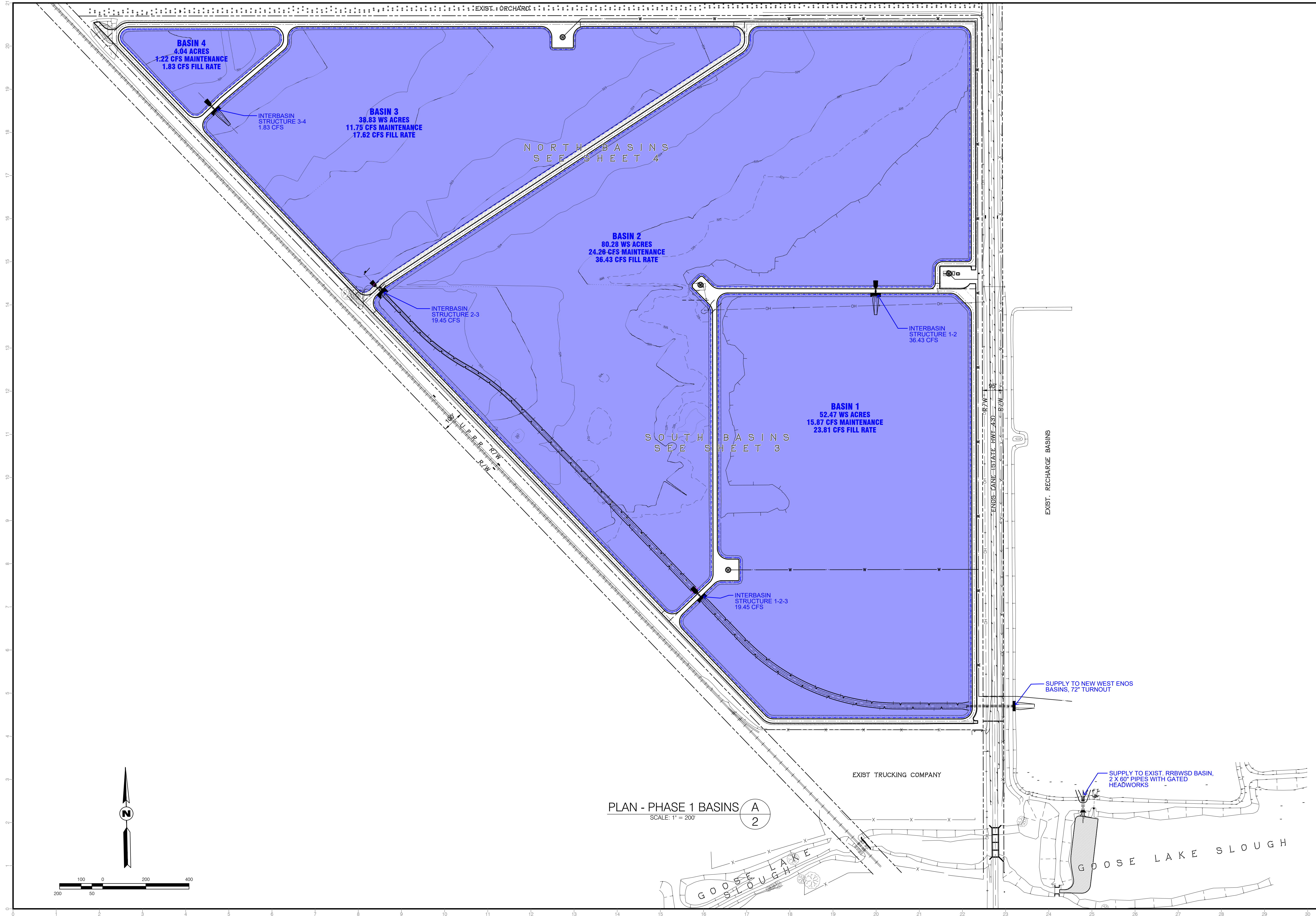
Thanks,

*Curtis Skaggs*

Curtis M. Skaggs, PE

**Dee Jasper Associates  
Consulting Civil Engineers**

Groundwater Banking Joint Powers Authority West Enos Recharge Facility Project															
Scope of Work	Principal Engineer		Registered Engineer / Project Manager		Staff Engineer		Draftsperson		Survey Crew		Subconsultants		Miscellaneous		Total
	Estimated Time (hrs)	Estimated Cost (\$)	Estimated Time (hrs)	Estimated Cost (\$)	Estimated Time (hrs)	Estimated Cost (\$)	Estimated Time (hrs)	Estimated Cost (\$)	Estimated Time (hrs)	Estimated Cost (\$)	Estimated Time (hrs)	Estimated Cost (\$)	Estimated Time (hrs)	Estimated Cost (\$)	
<b>1. Project Management and Construction Inspection</b>															
Project Correspondence and Meetings	80	\$169,500/hr	80	\$133/hr	80	\$150/hr									\$24,200
Submittal and RFI Review and Correspondence	12		12		12										\$4,162
Change Order Review and Correspondence	12		12		12										\$3,630
Progress Payment Review and Correspondence	12		12		12										\$3,630
Site Inspection, Quality Control, and Daily Reporting	80		300		300										\$55,110
Project Close-Out and As-Builts	12		16		16										\$4,162
Permitting Compliance	8		8		8										\$3,484
<b>Subtotal:</b>	0		216		452		0		0		0		1650		\$98,378
<b>Total Hours Estimated:</b>	0		216		452		0		0		0		1650		\$98,378
<b>Total Engineering Estimate:</b>	\$0		\$36,612		\$60,116		\$0		\$0		\$0		\$1,650		\$98,378



**PROVISIONAL - FOR EMERGENCY RELEASE**

GROUNDWATER BANK JOINT POWERS AUTHORITY  
WEST ENOS RECHARGE BASIN FACILITIES  
GENERAL PLAN - PHASE 1 BASINS

SHEET NO. 2 OF XXX

Rev. No.	Date	Revision Description	Approved By

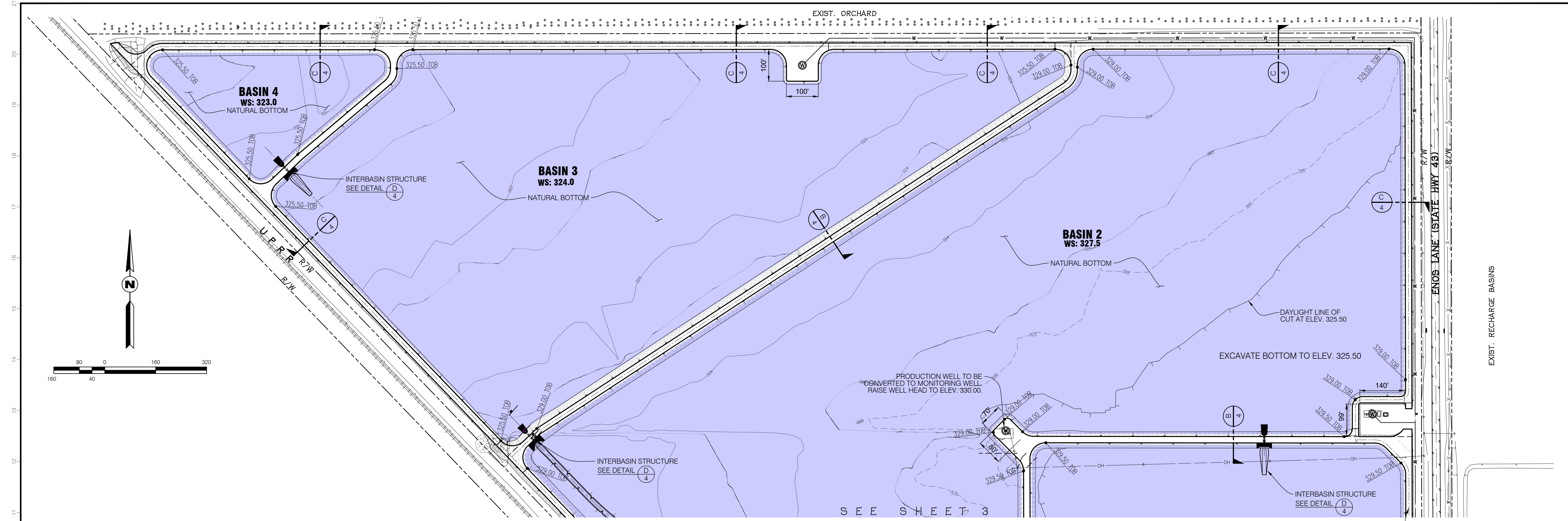
**M&E Meyer**  
Civil Engineering, Inc.  
11200 River Run Blvd, Ste 102, Bakersfield, CA 93311  
Phone 661-836-9834  
MeyerCE.net

Richard D. Meyer, PCE 26104  
Date

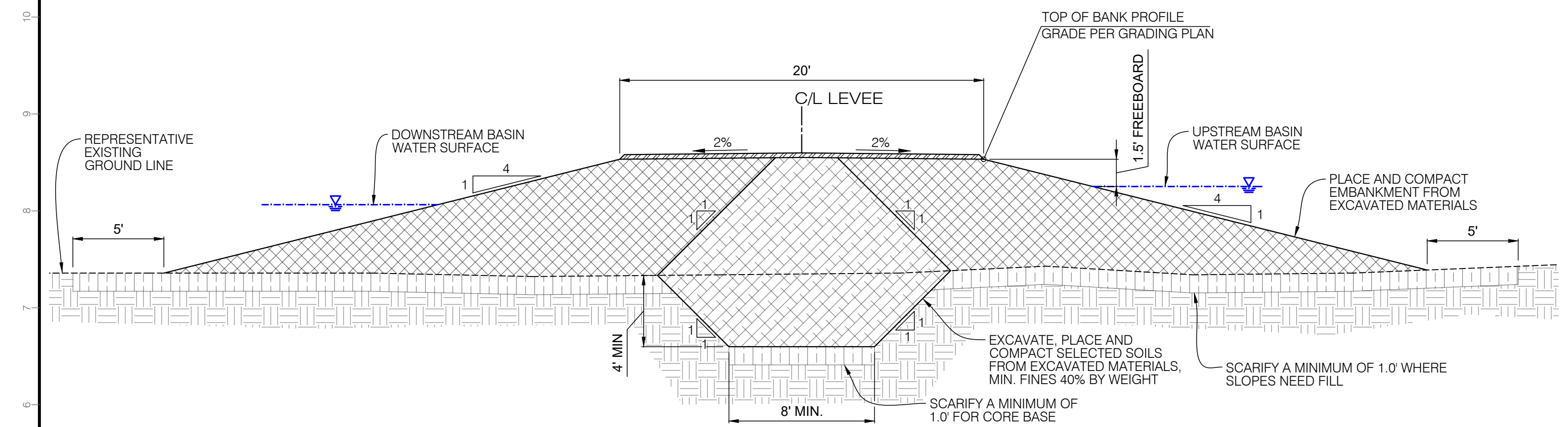




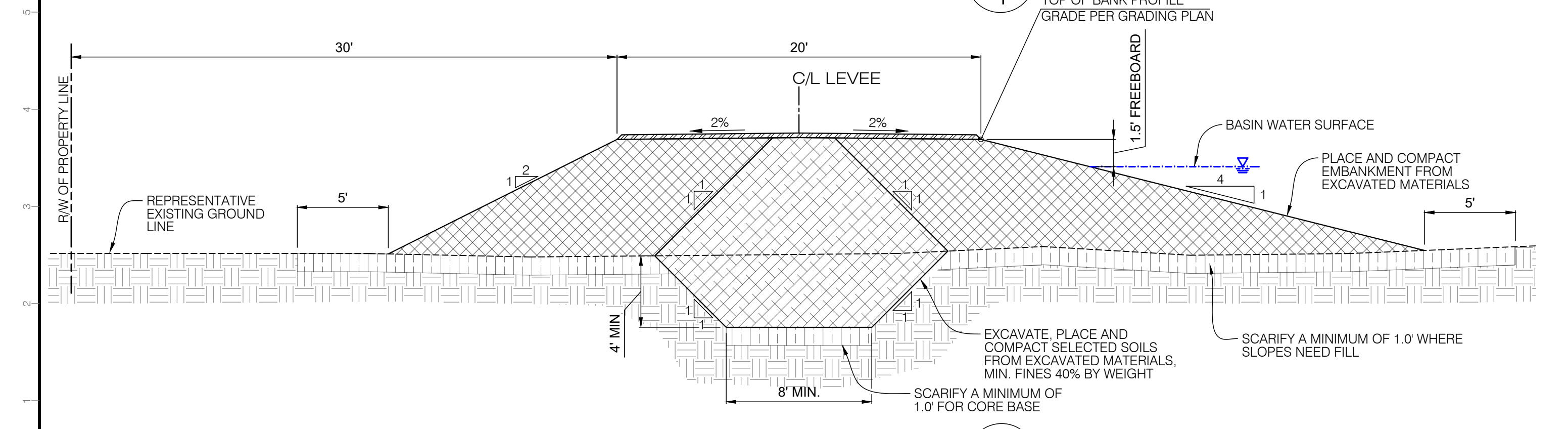




**PLAN - NORTH BASINS** A  
SCALE: 1" = 160'



**SECTION - INTERBASIN LEVELS** B  
SCALE: 3/16" = 1'-0"



**SECTION - PERIMETER LEVELS** C  
SCALE: 3/16" = 1'-0"

**PROVISIONAL - FOR EMERGENCY RELEASE**

GROUNDWATER BANK JOINT POWERS AUTHORITY  
WEST ENOS RECHARGE BASIN FACILITIES  
PLAN - NORTH PHASE 1 BASINS

SHEET NO.  
4  
OF  
XXX

**MCE Meyer**  
Civil Engineering, Inc.  
11200 River Run Blvd, Ste 102, Bakersfield, CA 93311  
Phone 661-836-9834  
MeyerCE.net

Rev. No.	Date	Revision Description	Approved By

Richard D. Meyer, PCE 28104  
Date











# GROUNDWATER BANK JOINT POWERS AUTHORITY

## PLANS FOR CONSTRUCTION OF THE WEST ENOS RECHARGE BASIN FACILITIES



### BENCH MARK

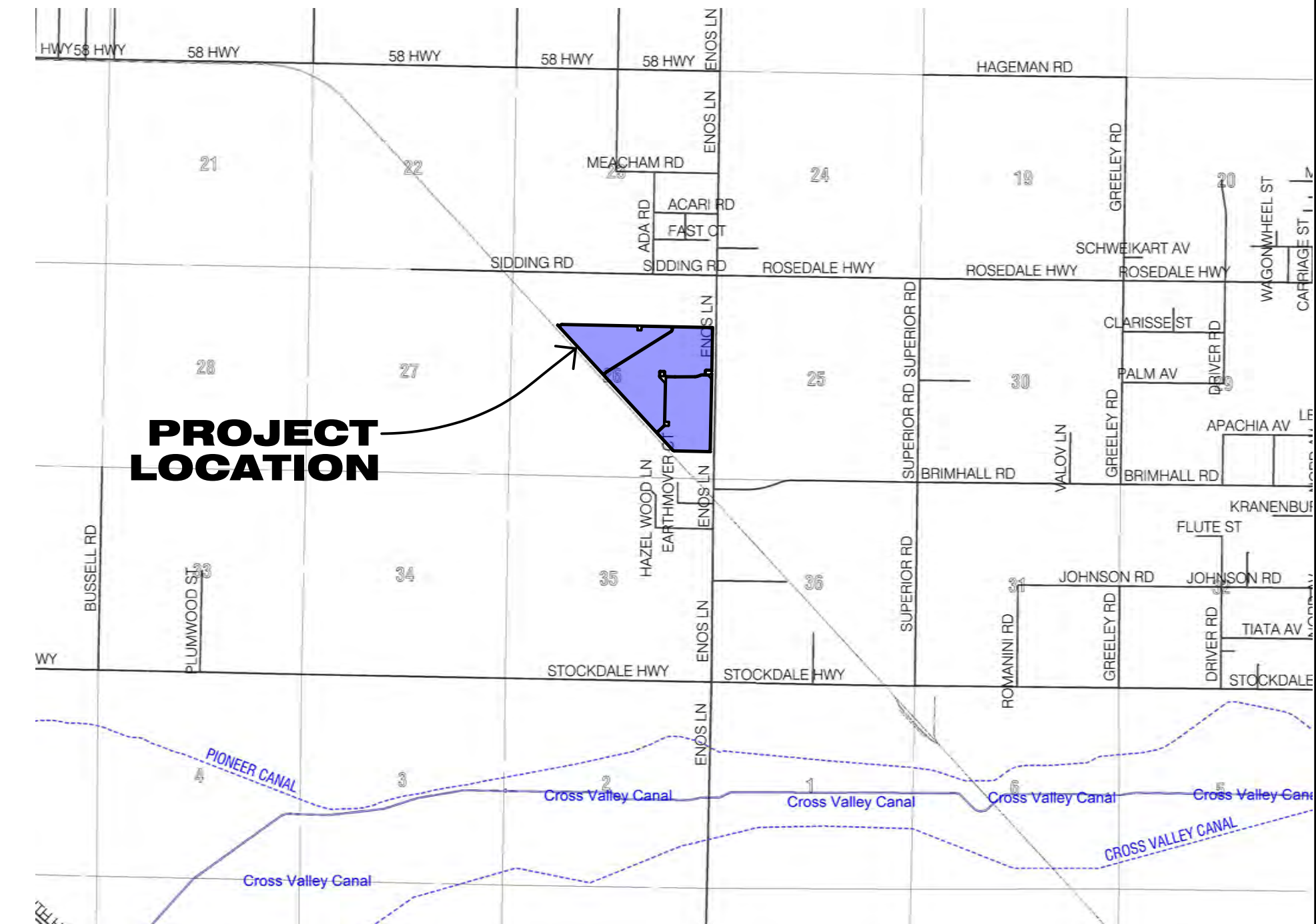
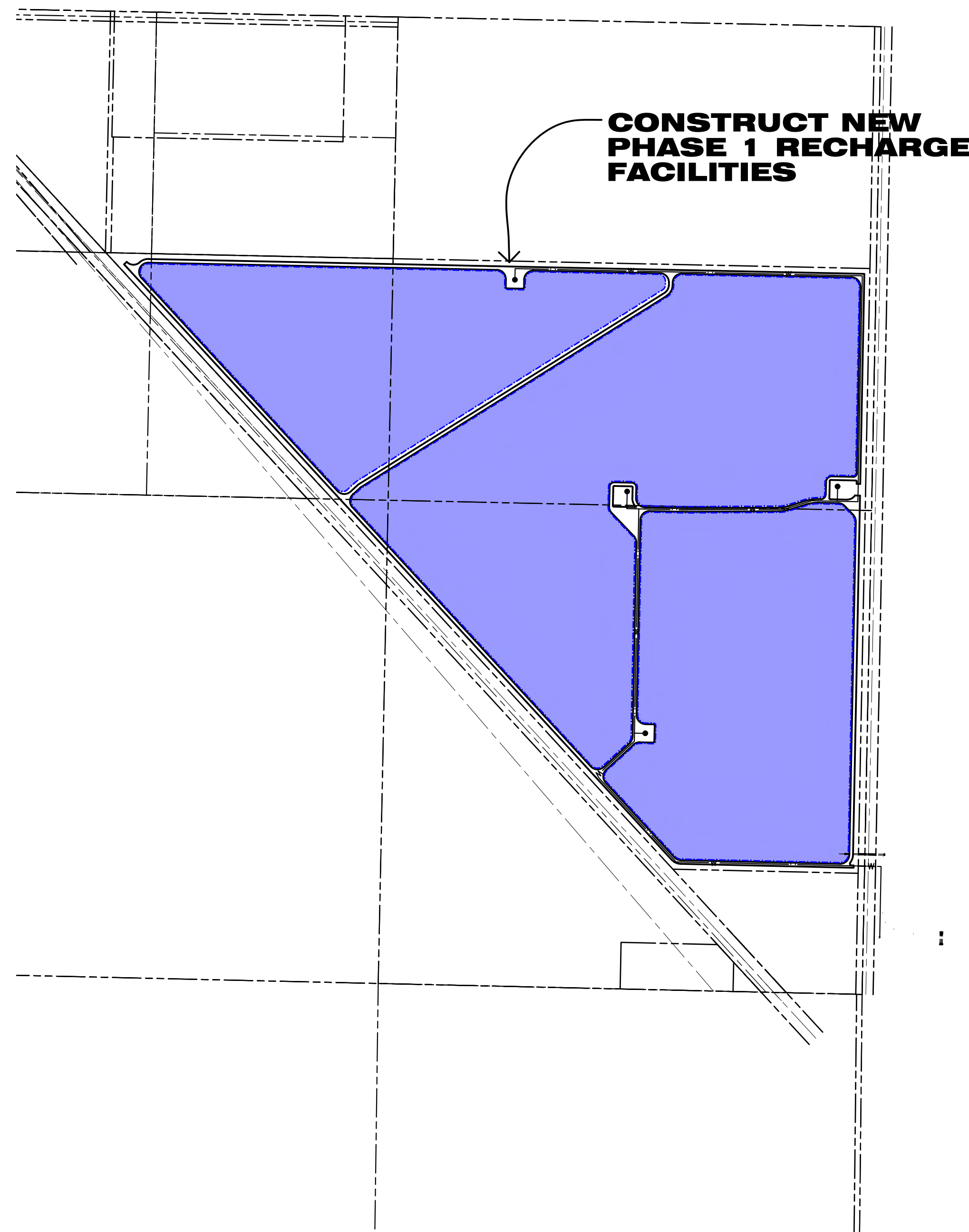
CHISELED "O" ON NORTHEAST CURB RETURN AT STOCKDALE HIGHWAY AND NORD ROAD PER KCS FIELD BOOK 1170, PG 25.  
ELEVATION=345.90 NAVD88

### BEARING BASIS

THE BASIS OF BEARING IS THE CALIFORNIA COORDINATE SYSTEM OF 1983 (NAD83), ZONE 5.

### CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL CONTACT THE U.S.A. LOCATOR SERVICE AT 1-800-642-2444 48 HOURS PRIOR TO ANY EXCAVATION AND SHALL POTHOLE UTILITIES TO VERIFY LOCATION AND DEPTH PRIOR TO TRENCHING. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS WITH THE PLANS PRIOR TO THE BEGINNING OF CONSTRUCTION.
2. THE CONTRACTOR MUST POSSESS A STATE OF CALIFORNIA CLASS "A" CONTRACTORS LICENSE TO PERFORM THE WORK CONTAINED WITHIN THESE PLANS AND SPECIFICATIONS.
3. HAZARDOUS WASTE IN EXCAVATION. SHALL COMPLY WITH SECTION 4.M "HAZARDOUS CONDITIONS" IN THE CONTRACT GENERAL CONDITIONS.



LOCATION MAP

### INDEX OF DRAWINGS

- SHEET 1 COVER AND TITLE SHEET
- SHEET 2 GENERAL PLAN

### LEGEND

---	CENTER LINE	⬮	NEW LOCATION OF SALVAGED SIGN
---	RIGHT-OF-WAY OR PROPERTY LINE	▨	RIPRAP/ROCK SLOPE PROTECTION
⊙	OVERHEAD LINES W/POWER POLE	---	EDGE OF PAVEMENT
---	EXISTING GAS LINE	⊗	EXISTING GATE VALVE
---	EXISTING UTILITIES	⊕	EXISTING AIR VENT
---	EXISTING TELEPHONE LINE	⊞	EXISTING TELE. PEDESTAL
---	EXISTING EASEMENT	⊠	EXISTING SIGN
---	EXISTING FENCE	⊙	EXISTING MONUMENT
---	EXISTING CONTOURS	---	FINISHED GRADE
---	EMBANKMENT SIDESLOPE	---	FINISHED GRADE SLOPE
SECTION DESIGNATION: SECTION LETTER		DETAIL DESIGNATION: DETAIL LETTER	
SHEET WHERE SECTION IS SHOWN		SHEET WHERE DETAIL IS SHOWN	

### ABBREVIATIONS

PI	POINT OF INTERSECTION	EVC	END VERTICAL CURVE
R/W	RIGHT OF WAY	BVC	BEGIN VERTICAL CURVE
EP	EDGE OF PAVEMENT	TAN	TANGENT LINE
INV	INVERT	STA	STATION
C/L	CENTERLINE	O/S	OFFSET
ELEV	ELEVATION	EW	EACH WAY
FG	FINISHED GRADE	EF	EACH FACE
AC	ASPHALT CONCRETE	NF	NEAR FACE
AGG	AGGREGATE	FF	FAR FACE
O.G.	ORIGINAL GROUND	BF	BOTTOM FACE
RRBWS	ROSEDALE RIO-BRAVO	TF	TOP FACE
PVC	POINT OF INTERSECTION, VERTICAL CURVE	LF	LINEAR FEET
POVC	POINT ON VERTICAL CURVE	MON	MONUMENT
		LCW	LONG CREST WEIR

KEY MAP  
SCALE: 1"=800'

SUBMITTED BY:

RICHARD D. MEYER, R.C.E. NO. 28104 DATE

File Name: GBJ22001TS.DWG



APPROVED BY:

SIGNATORY DATE  
TITLE GROUNDWATER BANK JOINT POWERS AUTHORITY

RECORD DRAWING CERTIFICATION

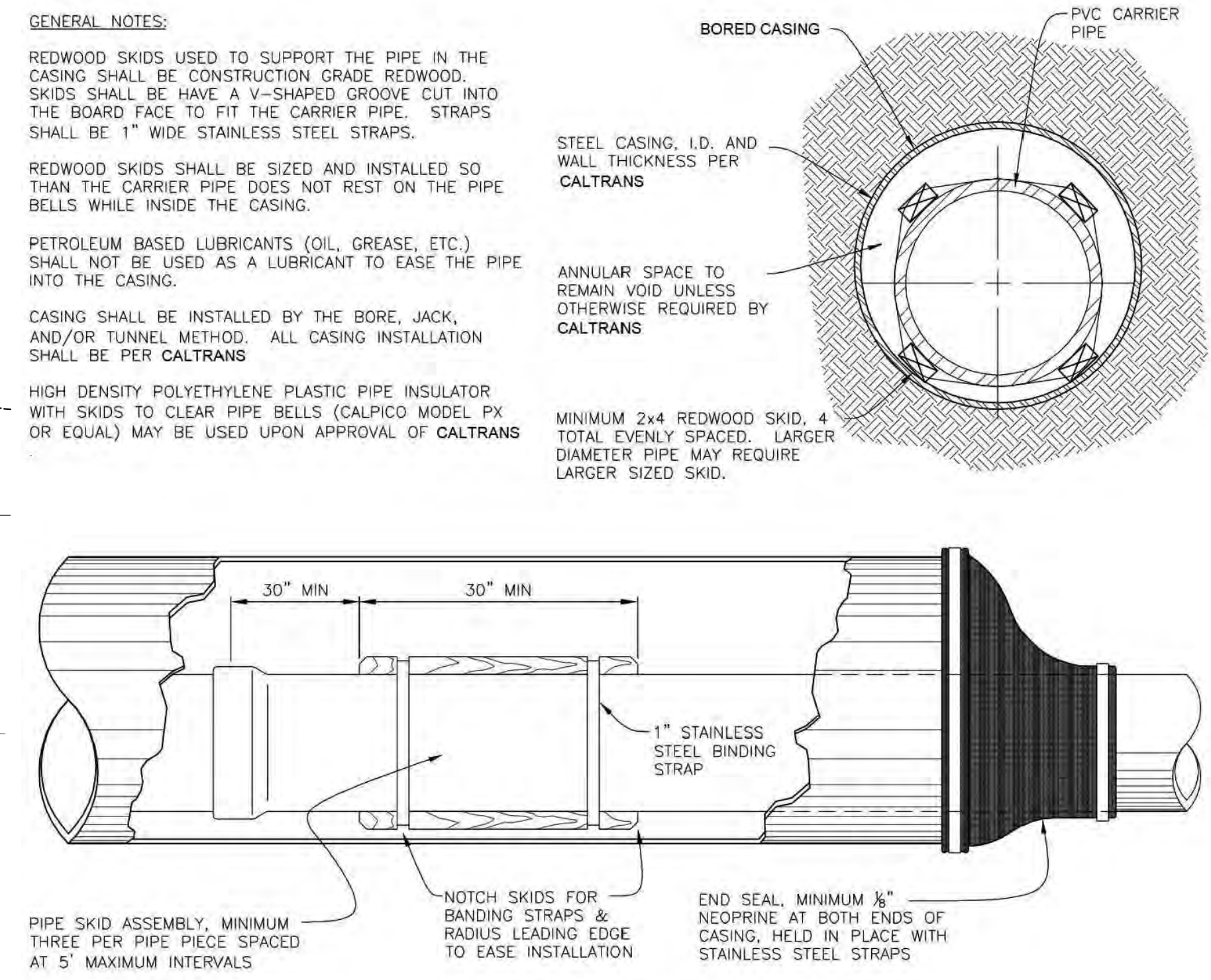
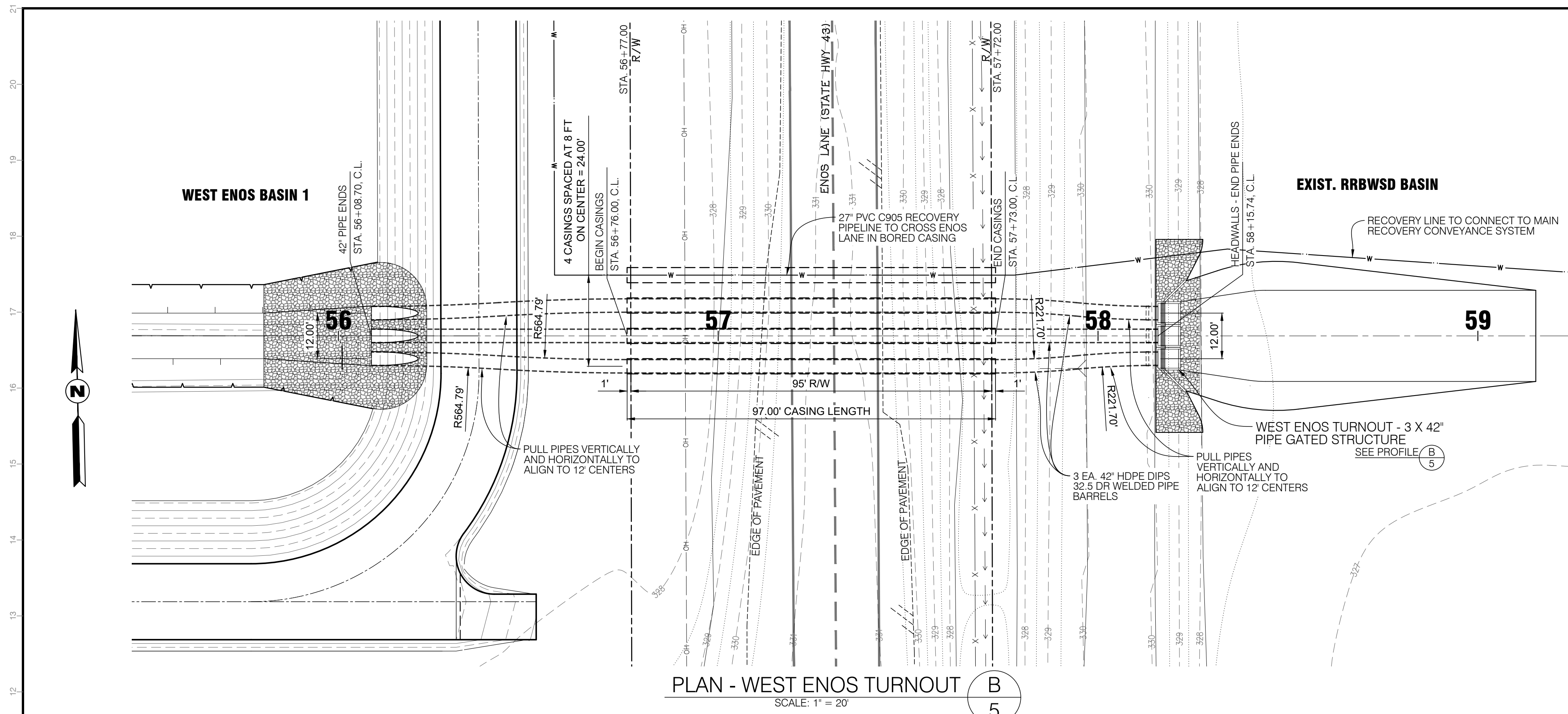
GROUNDWATER BANK JOINT POWERS AUTHORITY  
WEST ENOS RECHARGE BASIN FACILITIES  
COVER AND TITLE SHEET

NO 1 OF X SHEETS

Rev. No.	Date	Revision Description	Approved By

PHASE 1 RECHARGE BASIN FACILITIES





**GENERAL NOTES:**

REDWOOD SKIDS USED TO SUPPORT THE PIPE IN THE CASING SHALL BE CONSTRUCTION GRADE REDWOOD. SKIDS SHALL BE 1" V-SHAPED GROOVE CUT INTO THE BOARD FACE TO FIT THE CARRIER PIPE. STRAPS SHALL BE 1" WIDE STAINLESS STEEL STRAPS.

REDWOOD SKIDS SHALL BE SIZED AND INSTALLED SO THAT THE CARRIER PIPE DOES NOT REST ON THE PIPE BELLS WHILE INSIDE THE CASING.

PETROLEUM BASED LUBRICANTS (OIL, GREASE, ETC.) SHALL NOT BE USED AS A LUBRICANT TO EASE THE PIPE INTO THE CASING.

CASING SHALL BE INSTALLED BY THE BORE, JACK, AND/OR TUNNEL METHOD. ALL CASING INSTALLATION SHALL BE PER CALTRANS.

HIGH DENSITY POLYETHYLENE PLASTIC PIPE INSULATOR WITH SKIDS TO CLEAR PIPE BELLS (CALPICO MODEL PX OR EQUAL) MAY BE USED UPON APPROVAL OF CALTRANS.

MINIMUM 2x4 REDWOOD SKID, 4 TOTAL EVENLY SPACED. LARGER DIAMETER PIPE MAY REQUIRE LARGER SIZED SKID.

ANNULAR SPACE TO REMAIN VOID UNLESS OTHERWISE REQUIRED BY CALTRANS

STEEL CASING, I.D. AND WALL THICKNESS PER CALTRANS

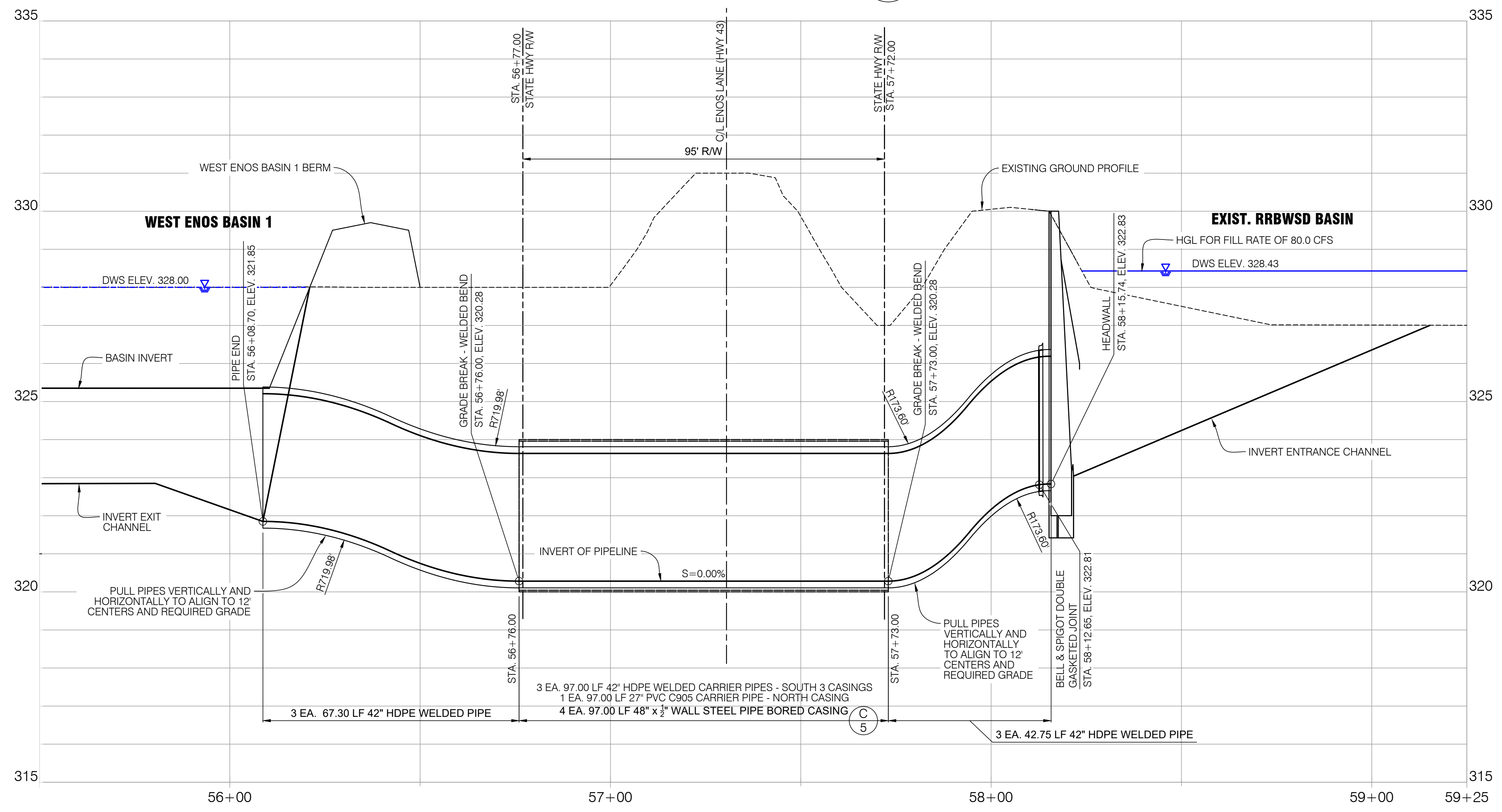
PVC CARRIER PIPE

BORED CASING

PIPE SKID ASSEMBLY, MINIMUM THREE PER PIPE PIECE SPACED AT 5' MAXIMUM INTERVALS

NOTCH SKIDS FOR BANDING STRAPS & RADIUS LEADING EDGE TO EASE INSTALLATION

END SEAL, MINIMUM 1/8" NEOPRENE AT BOTH ENDS OF CASING, HELD IN PLACE WITH STAINLESS STEEL STRAPS



WEST ENOS BASIN 1 BERM

WEST ENOS BASIN 1

DWS ELEV. 328.00

PIPE END STA. 56+08.70, ELEV. 321.85

BASIN INVERT

INVERT EXIT CHANNEL

PULL PIPES VERTICALLY AND HORIZONTALLY TO ALIGN TO 12' CENTERS AND REQUIRED GRADE

INVERT OF PIPELINE

S=0.00%

3 EA. 67.30 LF 42" HDPE WELDED PIPE

3 EA. 97.00 LF 42" HDPE WELDED CARRIER PIPES - SOUTH 3 CASINGS  
1 EA. 97.00 LF 27" PVC C905 CARRIER PIPE - NORTH CASING  
4 EA. 97.00 LF 48" x 3/8" WALL STEEL PIPE BORED CASING

STA. 56+76.00

GRADE BREAK - WELDED BEND STA. 56+76.00, ELEV. 320.28

STA. 57+73.00

HEADWALL STA. 58+15.74, ELEV. 322.83

EXIST. RRBWSD BASIN

HGL FOR FILL RATE OF 80.0 CFS

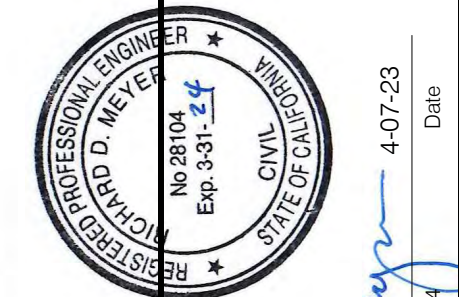
DWS ELEV. 328.43

INVERT ENTRANCE CHANNEL

PULL PIPES VERTICALLY AND HORIZONTALLY TO ALIGN TO 12' CENTERS AND REQUIRED GRADE

BELL & SPIGOT DOUBLE GASKETED JOINT STA. 58+12.66, ELEV. 322.81

3 EA. 42.75 LF 42" HDPE WELDED PIPE



**Meyer**  
Civil Engineering, Inc.  
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Rev. No.	Date	Revision Description

**PROVISIONAL - FOR EMERGENCY RELEASE**

GROUNDWATER BANK JOINT POWERS AUTHORITY  
WEST ENOS RECHARGE BASIN FACILITIES  
PLAN - WEST ENOS TURNOUT & ENOS LANE BORES

Approved By: \_\_\_\_\_  
Date: 4-07-23

SHEET NO.  
2  
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2