

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

May 13, 2024
10:30 AM

Rosedale Rio-Bravo Water Storage District
849 Allen Road
Bakersfield, CA 93314

Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618
2nd Floor Committee Room

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 10:30 a.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 before 5:00 p.m. on May 12, 2024.

ALL VOTES SHALL BE TAKEN BY A ROLL CALL VOTE

1. COMMUNICATIONS TO THE BOARD

- a) Written:
- b) Oral:

2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED

3. CONSENT ITEMS

- a) Meeting Minutes February 5, 2024

4. JPA ADMINISTRATIVE AND FINANCIAL REPORT

- a) Consideration of 3rd Quarter Budget to Actual- FYE June 30, 2024 (Eileen)
- b) Consideration of FYE June 30, 2025 Budget (Neveen)
- c) Consideration of FYE June 30, 2024 Audit Proposal (Eileen)

5. KERN FAN GROUNDWATER STORAGE PROJECT

- a) Engineering (Dan)
 - i. Design Update (Dan)
 - ii. Conveyance Alternatives Evaluation – Consideration of Budget Augmentation (Dan)
 - iii. Construction Update (Dan)
 - iv. Consideration of Bids for West Enos Recharge Facilities - Structures (Dan)
 - v. Consideration of Change Order – Highway 58 Culvert Casing (Dan)
- b) Grant Funding Update (Trent/Paul)
- c) Small Storage Funding Concept (Dan)
- d) State Agreements Update (Trent/Paul)

6. GENERAL MANAGER'S REPORT

7. OTHER BUSINESS

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.

8. CLOSED SESSION

9. OPEN SESSION

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

10. ADJOURN

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. 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. 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 May 9, 2024. I, Kristine Swan, 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 May 9, 2024.

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**BOARD OF DIRECTORS
GROUNDWATER BANKING JOINT POWERS AUTHORITY
MINUTES OF THE REGULAR BOARD MEETING**

February 5, 2024
2:00 PM

DIRECTORS AND ALTERNATES PRESENT

Roy Pierucci
Peer Swan
Doug Reinhart
Jason Selvidge

DIRECTORS ABSENT

OTHERS PRESENT

Doug Gosling- JPA Legal Counsel
Dan Bartel- RRBWSD
Dan Raytis- RRBWSD Legal Counsel
Megan Misuraca- RRBWSD
Fiona Sanchez- IRWD
Eileen Lin- IRWD
Paul Weghorst- IRWD
Kent Morris- IRWD
Paul Cook- IRWD
Wyatt Clarke- IRWD
Neveen Adly- IRWD
Gabby Wang- IRWD
Herbert Ng- IRWD
Vlad Li- IRWD
Bob Huang- IRWD

CALL TO ORDER

President Pierucci called the meeting to order at approximately 2:00 p.m.

PUBLIC COMMENT NOTICE

There were no public comments.

1. COMMUNICATIONS TO THE BOARD

- a). Written: None.
- b). Oral: None.

2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED

None.

3. CONSENT ITEMS

- a) Meeting Minutes December 7, 2023

A motion was made by Director Selvidge with a second by Director Reinhart to adopt the consent items. A roll call vote was taken and the motion unanimously passed.

4. JPA ADMINISTRATIVE AND FINANCIAL REPORT

- a) Consideration of 2nd Quarter Budget to Actual- FYE June 30, 2024 and Cash Call- Upon the Board's review of Ms. Lin's report a motion was made by Director Swan with a second by Director Reinhart to receive and file the 2nd Quarter FYE June 30, 2024 budget to actual report with no cash call requested at this time. A roll call vote was taken and the motion unanimously passed.
- b) Consideration of Termination of Emergency Declaration- Mr. Gosling reported on updated water and emergency conditions. A motion was made by Director Selvidge with a second by Director Reinhart to terminate the emergency action under Resolution No. 2023-03. A roll call vote was taken and the motion unanimously passed.

5. KERN FAN GROUNDWATER STORAGE PROJECT

- a) Engineering
 - i. Design Update- Mr. Bartel briefed the Board on the latest design efforts.
 - ii. Conveyance Alternatives- Mr. Bartel reviewed correspondence sent to Kern County Water Agency from the JPA regarding Aqueduct Capacity Analysis.
 - iii. Construction Update- Mr. Bartel reported staff had completed the cultural meeting and training and construction would begin in the next week.
- b) Grant Funding Update- Ms. Sanchez briefed the Board on the latest grant funding opportunities and reported staff was preparing a presentation for the California Water Commission in April.
- c) State Agreements Update- SEIR Pulse Flows- Ms. Sanchez briefed the Board on latest efforts to obtain agreements with the Department of Water Resources including the SEIR.

6. GENERAL MANAGER'S REPORT

No report.

7. OTHER BUSINESS

None.

8. CLOSED SESSION

At 2:47 p.m. President Pierucci announced the Board would enter closed session. The Board reconvened to open session at 3:03 p.m.

9. OPEN SESSION

Mr. Gosling announced there were no reportable actions taken during closed session.

10. ADJOURN

Director Pierucci adjourned the meeting at 3:04 p.m.

ATTEST:

Authority Secretary

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May 13, 2024
Prepared by: Fiona
Sanchez/ Vladimir Li/
Elizabeth Pham
Agenda Item: 4a

FY 2023-24 Quarterly Actual to Budget Results

DISCUSSION:

The quarterly unaudited actual to budget and forecast results for capital and operating expenditures for the nine-month period ending March 31, 2024, is attached as Exhibit “A”.

The nine-month year to date total expenditures were \$190K compared to a budget of \$3M. Actual expenditures were \$1.7M or 57% under budget. This is primarily due to lower expenditures related to the timing of engineering design and construction of the capital project. Construction of the permanent facilities was delayed to establish temporary facilities at West Enos in order to maximize recharge benefits in 2023. Additionally, the GBJPA received \$1.1M in unbudgeted grant revenue from the Bureau of Reclamation’s Small Storage Program. Exhibit “A” provides additional comments.

The full year budget projection is \$3.1M compared to the full year forecast of \$91.5K. This is primarily due to the delay in construction of the permanent facilities and forecasted receipt of \$1.3M in federal grant funding revenue.

RECOMMENDATION:

Receive and File.

LIST OF EXHIBITS:

Exhibit “A” – FY 2023-24 Actual to Budget Results (Unaudited)

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Exhibit "A"
Groundwater Banking Joint Powers Authority
Actual to Budget Results (Unaudited)
Fiscal Year 2023-24

(in hundreds)

	Actual 03/31/24 (Unaudited)	Budget 03/31/24	Budget to Actual (Over)/Under	Budget Variance %	Approved FY 2023-24 Budget	Forecast Full Year FY 2023-24	Forecast (Over)/ Under	FY2023-24 Budget Variance/Forecast Comments
Kern Fan Groundwater Capital Project								
Engineering - Planning and Design Staff	\$ 40,800	\$ 78,300	\$ 37,500	48%	\$ 104,400	\$ 54,400	\$ (50,000)	Temporary Basins/Timing of Expenditures
Grant Administration and Reporting	5,000	5,100	100	2%	6,700	6,700	-	
JPA Administration	35,200	43,200	8,000	19%	57,600	47,000	(10,600)	
Supplemental Environmental Impact Report	200	14,200	14,000	99%	15,200	200	(15,000)	Timing, moved to FY 2024/25
Agreements with State Agencies	15,000	15,300	300	2%	20,400	16,000	(4,400)	
Engineering Design - Consultants	75,200	280,000	204,800	73%	310,000	80,000	(230,000)	Temporary Basins/Timing of Expenditures
Engineering CA&I - Outside	12,900	108,400	95,500	88%	108,400	51,600	(56,800)	Temporary Basins/Timing of Expenditures
Construction	620,400	1,993,200	1,372,800	69%	1,993,200	827,200	(1,166,000)	Temporary Basins/Timing of Expenditures
Legal JPA	8,000	48,600	40,600	84%	72,300	10,500	(61,800)	Timing, moved to FY 2024/25
Development of Agreement with FWS	-	-	-	0%	7,500	-	(7,500)	Timing, moved to FY 2024/25
Development of Agreement with DWR	-	5,000	5,000	100%	10,000	-	(10,000)	Timing, moved to FY 2024/25
Environmental	30,700	8,400	(22,300)	-265%	8,400	30,700	22,300	NEPA for Phase 1 completed
Permitting	2,700	20,000	17,300	87%	20,000	2,700	(17,300)	Timing of expenditures
Capital Project Total	846,100	2,619,700	1,773,600	68%	2,734,100	1,127,000	(1,607,100)	
Operating Expense								
West Enos Recharge Facility	394,800	319,800	(75,000)	-23%	319,800	394,800	75,000	Temporary Basins. Complete as of 12/31/23
Administration/Management	29,700	53,100	23,400	44%	70,900	55,000	(15,900)	Lower staff time than anticipated. More hours anticipated for FY end
Audit	5,800	5,800	-	0%	5,800	5,800	-	
Bank Charges	4,300	2,400	(1,900)	-79%	3,200	5,900	2,700	Bank fees higher than anticipated.
Insurance	4,800	5,200	400	8%	6,900	6,900	-	
Membership	1,000	1,000	-	0%	1,000	1,000	-	
Website Maintenance	900	1,000	100	10%	1,000	900	(100)	
Operating Expense Total	441,300	388,300	(53,000)	-14%	408,600	470,300	61,700	
Revenue								
Interest Revenue	(4,300)	(2,400)	1,900	79%	(3,200)	(5,900)	(2,700)	Interest revenue higher than anticipated.
Grants	(1,092,700)	-	-	0%	-	(1,300,000)	-	USBR Small Storage Grant
Revenue Total	(1,097,000)	(2,400)	1,900	79%	(3,200)	(1,305,900)	(2,700)	
Total	\$ 190,400	\$ 3,005,600	\$ 1,722,500	57%	\$ 3,139,500	\$ 291,400	\$ (1,548,100)	

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May 13, 2024
Prepared by: Fiona Sanchez/ Vladimir
Li/ Elizabeth Pham
Agenda Item: 4b

GBJPA Proposed FY2024-25 Budget and Cash Call

DISCUSSION:

The proposed \$11.2M budget for the Fiscal Year (FY) 2024-25 is attached as Exhibit "A" and includes both capital and operating expenses.

As shown in Exhibit "A", the proposed \$11.2M budget reflects an increase of \$8.1M compared to the prior year's \$3.1M approved budget. The increase is primarily due to the delay in construction of the permanent Phase 1 facilities in order to construct temporary facilities at the West Enos property, and lower expenditures in engineering design and construction costs for FY2023-24.

Based on the remaining forecasted expenditures for FY 2023-24 and the proposed FY2024-25 first quarter budget, a cash call for \$3M is requested in May 2024. Each partner will be requested to fund \$1.5M into the GBJPA bank account in May 2024.

RECOMMENDATION:

That the Board approve the adoption of the FY2024-25 budget and the May 2024 cash call.

LIST OF EXHIBITS:

Exhibit "A" – GBJPA Proposed FY2024-25 Budget

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Exhibit "A"
Groundwater Banking Joint Powers Authority
Proposed Budget
Proposed Budget FY 2024-25

	Unaudited FY 2023-24 Actual (As of 3/31/24)	FY 2023-24 Full Year Forecast (Q3 Numbers)	Approved FY 2023-24 Budget	Proposed FY 2024-25 Budget	\$ Increase /(Decrease) from PY Budget	% Increase /(Decrease) from PY Budget
Kern Fan Groundwater Capital Project						
Engineering - Planning and Design Staff	\$ 40,800	\$ 54,400	\$ 104,400	\$ 81,000	\$ (23,400)	-22%
CWC and USBR Feasibility Studies	-	-	-	2,000	2,000	100%
Grant Administration and Reporting	5,000	6,700	6,700	14,300	7,600	113%
JPA Administration	35,200	47,000	57,600	55,500	(2,100)	-4%
Supplemental Environmental Impact Report	200	200	15,200	23,300	8,100	53%
Agreements with State Agencies	15,000	16,000	20,400	14,300	(6,100)	-30%
Engineering Design - Consultants	75,200	80,000	310,000	1,230,000	920,000	297%
Engineering CA&I - Outside	12,900	51,600	108,400	1,320,000	1,211,600	1118%
Construction	620,400	827,200	1,993,200	10,755,000	8,761,800	440%
Legal JPA	8,000	10,500	72,300	15,500	(56,800)	-79%
Development of Agreement with FWS	-	-	7,500	-	(7,500)	-100%
Development of Agreement with DWR	-	-	10,000	-	(10,000)	-100%
Environmental	30,700	30,700	8,400	95,300	86,900	1035%
Property Pre-Acquisition	-	-	-	50,000	50,000	100%
Permitting	2,700	2,700	20,000	2,000	(18,000)	-90%
Capital Project Total	846,100	1,127,000	2,734,100	13,658,200	10,924,100	400%
Operating Expense						
West Enos Recharge Facility	394,800	394,800	319,800	-	(319,800)	-100%
Administration/Management	29,700	55,000	70,900	70,700	(200)	0%
Audit	5,800	5,800	5,800	9,500	3,700	64%
Bank Charges	4,300	5,900	3,200	6,000	2,800	88%
Insurance	4,800	6,900	6,900	6,900	-	0%
Membership	1,000	1,000	1,000	1,100	100	10%
Website Maintenance	900	900	1,000	1,000	-	0%
Operating Expense Total	441,300	470,300	408,600	95,200	(313,400)	-77%
Non-Operating Income						
Interest Revenue	(4,300)	(5,900)	(3,200)	(6,000)	(2,800)	88%
Grants	(1,092,700)	(1,300,000)	-	(2,500,000)	(2,500,000)	100%
Non-Operating Income Total	(1,097,000)	(1,305,900)	(3,200)	(2,506,000)	(2,502,800)	78213%
Total	\$ 190,400	\$ 291,400	\$ 3,139,500	\$ 11,247,400	\$ 8,107,900	258%

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May 13, 2024
Prepared by: Eileen Lin
Agenda Item: 4C

Recommendation of Independent Audit Firm

DISCUSSION:

Section 9b of the Bylaws of Groundwater Banking Joint Powers Authority (GBJPA) states that the Board of Directors shall select an Auditor in the manner provided by law. California government code Section 6505 requires Joint Power Authorities to have an annual independent audit and make the audited financial statements available on its website.

Last Fiscal Year (FY) 2022-23, Davis Farr, LLP conducted the audit for the GBJPA. Their audit proposal for this FY2023-24 is attached as "Exhibit A". The proposal is for a fixed price fee of \$5,980 plus possible Single Audit fees relating to the USBR grant not to exceed \$3,500. Staff is familiar with Davis Farr, LLP and recommends them due to their professionalism, partner and staff competency.

RECOMMENDATION:

That the Board confirm the selection of Davis Farr, LLP to perform the audit for the fiscal year ending June 30, 2024.

LIST OF EXHIBITS:

Exhibit "A" – Davis Farr, LLP audit proposal

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April 2, 2024

**Groundwater Banking Joint Powers Authority
Neveen Adly
15600 Sand Canyon Ave
Irvine, CA 92619**

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide **Groundwater Banking Joint Powers Authority** (the "Authority").

You have requested that we audit the business-type activities of the Authority, as of June 30, 2024 and for the year then ended and the related notes, which collectively comprise the Authority's basic financial statements as listed in the table of contents. In addition, we will audit the Authority's compliance over major federal award programs for the fiscal year ended June 30, 2024, as necessary.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Authority's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the Authority complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information ("RSI") such as management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These

limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

Supplementary information other than RSI will accompany the Authority's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Schedule of Expenditures of Federal Awards

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from

fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control.² However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Reporting

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

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Authority's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in

accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Authority's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Authority's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence.
 - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the Authority complies with the laws and regulations applicable to its activities;
- f. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- g. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- h. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- i. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- j. For informing us of any known or suspected fraud affecting the Authority involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- k. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and

that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

At the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries detected during the audit, if applicable, to be reviewed and approved by the Authority's management.

We will not assume management responsibilities on behalf of the Authority. However, we will provide advice and recommendations to assist management of the Authority in performing its responsibilities.

The Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the Authority with regard to tax positions taken in the preparation of the tax return, but the Authority must make all decisions with regard to those matters.

Engagement Fees

We estimate that our fixed fees for the services previously outlined will be as follows:

Audit of Financial Statements	\$ 5,980
Single Audit of Federal Awards*	3,500

The single audit fee includes one major program. If additional programs require auditing, they will be added at an additional cost of \$2,500 per additional program.

Additionally, our fees are dependent on the availability, quality, and completeness of the Authority's records and, where applicable, upon the Authority's personnel providing the level of assistance identified in the "prepared by client" request list distributed at the end of our

planning work (e.g., Authority employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.).

Should our assumptions with respect to these matters be incorrect, or should the condition of the records, degree of cooperation, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate as soon as reasonably practicable.

Other Engagement Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Enclosed, as required by *Government Auditing Standards*, is a copy of the report on the most recent peer review of our firm.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Jennifer Farr is the engagement partner responsible for supervising the engagement and signing the report.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Board of Directors the following significant findings from the audit:

- Our view about the qualitative aspects of the Authority's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Davis Farr LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Davis Farr LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agencies. The regulatory agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to provide these services and believe this letter accurately summarizes the significant terms of our engagement.

Very truly yours,



Jennifer Farr, CPA
Davis Farr LLP

The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

Groundwater Banking Joint Powers Authority

By _____

Title _____

Date _____



Report on the Firm's System of Quality Control

Davis Farr LLP

and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Davis Farr LLP (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; and examination of a service organization (SOC 1 engagement).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

CPAs ■ Advisors

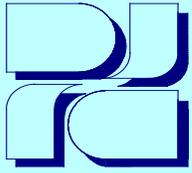
4120 Concours, Suite 100, Ontario, CA 91764
909.948.9990 / 800.644.0696 / FAX 909.948.9633
gyl@gylcpa.com
www.gylcpa.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Davis Farr LLP in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Davis Farr LLP has received a peer review rating of *pass*.

GYL LLP

Ontario, California
August 8, 2022



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



KERN FAN GROUNDWATER STORAGE PROJECT

PREPARED FOR: Groundwater Banking Joint Powers Authority (GBJPA) File

PREPARED BY: Curtis Skaggs, P.E.

DATE: May 1, 2024

SUBJECT: ***Kern Fan Groundwater Storage Project – Task No. 1
Engineering Professional Services***

I. DP#1 “Recharge Basins & Infrastructure” – MCE/AECOM

MCE and AECOM have provided final design drawings for the West Enos Recharge Basin Facilities and also provided 60% level drawings for the Stockdale North Recharge Basin Facilities.

The final design drawings for West Enos were utilized to proceed with the construction of the earthwork for the Recharge Basin Facilities and to proceed with construction for the basin structures such as the interbasin structures, the Enos Lane crossing, and the Goose Lake Turnout.

Contracts were executed with Lonnie A. Cross Land Leveling on January 8th, 2024 with a Notice to Proceed date of February 9th, 2024. As of April 26th, Lonnie Cross Land Leveling is approximately 51% complete with the earthwork. They have constructed the levee embankments for Basins 3 and 4 and are currently working on the levee embankments for Basins 1 and 2. They are expected to be completed in late June or early July.

In addition, contracts were executed with All-State Boring on January 26th, 2024 with a Notice to Proceed date of February 29th, 2024. Material has been delivered to the project site. All-State is anticipated to begin work in May or June.

The bid package for the West Enos structures was issued in late February. Bids are due May 1, 2024.

MCE has addressed comments received on the 60% level drawings for Stockdale North and will begin working to final the earthwork plans and structure plans for bidding purposes.

Schedule:

Anticipating having completed Recharge Basin earthwork plans and structure plans by September 2024 from MCE.

Design Phase	1234 days	Wed 6/1/22	Mon 2/22/27
West Enos and Stockdale North Facility Design (360 acres)	870 days	Wed 6/1/22	Tue 9/30/25



Next Deliverable:

- 100% Level Plans for Stockdale North

II. DP#2 “Recovery Wells” – Zeiders

The West Enos Recharge Basin Facilities plans have been provided to Zeiders Consulting to begin preparation of plans and specifications for the recovery well facilities on the property. Zeiders will work with Tom Harder to prepare the well drilling and well equipping documents for bidding purposes. These are planned to include one new well on West Enos, the rehabilitation and use of one existing agricultural well on West Enos, and two new wells on Stockdale North. Zeiders anticipates submitting 90% level plans and specifications for review in August or September 2024.

Schedule:

Anticipate having 90% level plans and specifications for review by September 2024.

Design Phase	1234 days	Wed 6/1/22	Mon 2/22/27
West Enos and Stockdale North Facility Design (360 acres)	870 days	Wed 6/1/22	Tue 9/30/25



Next Deliverable:

- 90% Level Plans and Specifications
- 100% Level Plans and Specifications

III. DP#3 (Aqueduct Turnout) and DP#4 (Conveyance Facilities) – Stantec/Dahl/P&P

Stantec has been working with DWR and HDR on analysis and evaluation of the Aqueduct’s ability to provide water to the Kern Fan Project.

DWR/HDR performed hydraulic modeling and a delivery capability analysis for the existing Cross Valley Canal (CVC) turnouts, an independent Kern Fan turnout, and a joint works alternative modifying the existing Greater Bakersfield Turnouts. The hydraulic analyses indicated that the existing CVC turnout is not

impacted by an independent Kern Fan turnout. The estimated maximum hydraulic capacity of the CVC turnout, with and without a Kern Fan turnout, is 950 cfs at the normal min water surface elevation of the aqueduct (296.53') and 1,150 cfs at the normal max water surface elevation of Pool 28 in the aqueduct (297.53'). The joint works alternative was shown to improve conditions such that the CVC has a maximum flow of 1,400 cfs and the Kern Fan of 450 cfs for a total flow of 1,850 cfs under normal min and normal max water surface elevations in Pool 28 of the aqueduct. The joint works alternative expands the effective conveyance capacity of the CVC and therefore, the combined Pool 28 water surface elevations and CVC channel capacity no longer limit the CVC hydraulic capacity.

DWR furthermore provided information regarding the capacity of the aqueduct and Pool 28 to provide an additional 450 cfs for the Kern Fan Project in a wet year. In an effort to evaluate this, the Article 21 season for 2023 was utilized. This season included the duration from March 22nd, 2023 through June 27th, 2023. The evaluation demonstrated that there was an available capacity in Pool 28 of a minimum of 450 cfs from April 19th, 2023 through June 27th, 2023 or approximately 9-10 weeks.

Next Deliverable:

- Decision Point on Aqueduct Turnout

IV. Project Management – Dee Jaspar & Associates, Inc.

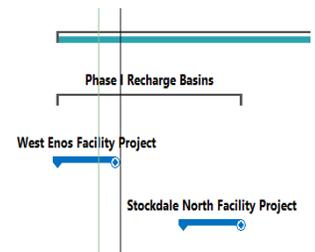
Dee Jaspar & Associates, Inc. (DJA) is working with each of the engineering teams associated with the Design Packages referenced above and managing the project design.

DJA is also providing the construction management and inspection for the West Enos Recharge Basin Facilities Project.

Schedule:

The construction management for the West Enos Recharge Basin Facilities is anticipated to continue through June 2024 and then move into the Enos Lane cased crossing, structures, and pipelines.

* Construction Phase	1534 days?	Wed 1/3/24	Mon 11/19/29
* Phase I Recharge Basins	382 days	Wed 1/3/24	Thu 6/19/25
West Enos Facility Project	120 days	Wed 1/3/24	Tue 6/18/24
Stockdale North Facility Project	120 days	Fri 1/3/25	Thu 6/19/25



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April 26, 2024

David Okita, PE

c/o Department of Water Resources
715 P Street
Sacramento, California 95814

Dear David Okita, PE,

Reference: Kern Fan Project Conveyance Scenarios

Thank you for the information provided to date in regards to analysis and evaluation of the Aqueduct's ability to provide water to the Kern Fan Project including, but not limited to, the following:

- CA Aqueduct – CVC / Joint Works Hydraulic Model Development (Dated October 2023)
- CA Aqueduct Delivery Capability Analyses (Dated February 2024)
- Approximation of Unused 2023 Capacity during Article 21 Season (Dated April 2024)

We would like to request the preparation of a Technical Memorandum or Engineering Report that combines and summarizes the findings of the hydraulic model development, delivery capability analyses, and availability of unused capacity.

Should you have any questions or need additional clarification as to the above requested information, please call or email me directly.

Sincerely,

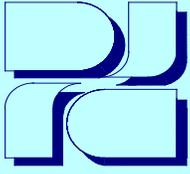
GROUNDWATER BANKING JOINT POWER AUTHORITY

A handwritten signature in blue ink, appearing to read "D. Bartel".

Dan Bartel

General Manager, GBJPA

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

April 29, 2024

Dan Bartel, General Manager
Rosedale-Rio Bravo Water Storage District
849 Allen Road
Bakersfield, CA 93314

Re: Kern Fan Groundwater Banking Project – Stantec Consulting Services, Inc.
Progress Payment No. 5

Mr. Bartel,

Attached is Progress Payment No. 5 from Stantec Consulting Services, Inc. for the above referenced project. The approved amount to be paid for Progress Payment No. 5 is \$23,179.00. The amount billed for this period pertains to the Conveyance Alignment Alternatives Analyses work specifically related to Alternative No. 5 for the Joint Works Project. This included data review, participation in project meetings, and correspondence with DWR.

Sincerely,

Curtis Skaggs

Curtis M. Skaggs, P.E.
Project Manager

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Kern Fan Groundwater Storage Project

Stantec/Dahl/P&P

Design Package #3 (Aqueduct Turnout) and Design Package #4 (Conveyance Facilities)

Task No. 1 - Conveyance Alignment Alternatives Analyses

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Budget Amount</u>	<u>Amount Invoiced</u>	<u>Budget Remaining</u>	<u>Percent Remaining</u>
1969096	24-Aug-22	\$ 200,683.00	\$ 32,267.20	\$ 168,415.80	84%
2000677	11-Nov-22		\$ 63,620.35	\$ 104,795.45	52%
2047766	28-Feb-23		\$ 57,609.11	\$ 47,186.34	24%
2123012	28-Aug-23		\$ 16,283.50	\$ 30,902.84	15%
2193679	12-Feb-24		\$ 23,179.00	\$ 7,723.84	4%

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INVOICE

Invoice Number 2193679
Invoice Date February 12, 2024
Customer Number 182110
Project Number 184031630

Bill To

Groundwater Banking Joint Powers Authority
Dan Bartel
c/o Rosedale Rio Bravo Water Storage District
849 Allen Road
Bakersfield CA 93314
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID
11-2167170

Project Description: Kern Fan Groundwater Storage Project - Task Group 1

Stantec Project Manager: Long, Joseph F
Authorization Amount: \$200,683.00
Authorization Previously Billed: \$169,780.16
Authorization Budget Remaining: \$7,723.84
Authorization Billed to Date: \$192,959.16
Current Invoice Due: \$23,179.00
For Period Ending: February 2, 2024

INVOICE

Invoice Number

2193679

Project Number

184031630

Top Task 100 Project Management and Coordination

Low Task 100.1 Project Management and Coordination

Professional Services

Billing Level	Hours	Rate	Current Amount
Project Professional Smer, Marla Jo McGee	1.00	175.00	175.00
	1.00		175.00
Project Manager Long, Joseph F	1.00	275.00	275.00
	1.00		275.00
Professional Services Subtotal	2.00		450.00

Low Task 100.1 Subtotal **450.00**

Low Task 100.3 Joint-Works Turnout with Cross Valley-Concept Level Evaluation

Professional Services

Billing Level	Hours	Rate	Current Amount
Assistant Professional Pendergast, Cooper S	61.00	136.00	8,296.00
Vu, Annie K (August)	3.00	136.00	408.00
	64.00		8,704.00
Project Manager Long, Joseph F	51.00	275.00	14,025.00
	51.00		14,025.00
Professional Services Subtotal	115.00		22,729.00

Low Task 100.3 Subtotal **22,729.00**

Top Task 100 Total **23,179.00**

INVOICE

Page 3 of 3

Invoice Number

2193679

Project Number

184031630

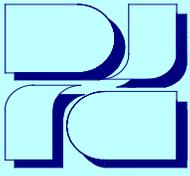
Total Fees & Disbursements

\$23,179.00

INVOICE TOTAL (USD)

\$23,179.00

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

April 26, 2024

Dan Bartel
c/o Groundwater Banking Joint Powers Authority (GBJPA)
849 Allen Road
Bakersfield, CA 93314

Re: West Enos Recharge Facilities
Weekly Report (Week 11)

Mr. Bartel,

This serves as a project update for Week 11 of the West Enos Recharge Facilities Emergency Project.

Project Status as of:	4-26-24	Contract Totals	
Notice to Proceed ¹ :	2-9-24	Contract Amount:	\$1,148,849.53
Contract Duration:	150	Change Orders:	-
Completion Date:	7-8-24	Revised Amount:	-
Elapsed Days:	77	Work Completed:	\$286,321.25
Remaining Days:	73	% Completed:	51%
Change Order – Days:	-		

¹Notice to Proceed was set for January 22, 2024, however the District delayed the start to make sure all provisions of the grant agreement were being followed. Lonnie Cross started work on February 9th after the biological clearances and training.

Lonnie Cross Land Leveling is currently the only contractor on-site. Allstate Boring has delivered the 48-inch diameter steel casing material to the job site – approximately twelve (12) forty-foot joints. The bids for structures including interbasin structures, Enos Lane crossing, and Goose Lake Channel turnout are due May 1st, 2024. RRBWSD had the four interbasin structures delivered to the job site as well.

Lonnie Cross Land Leveling continued working in the area of Basins 1 and 2. They have worked a little bit on fine grading of the northeasterly levee embankment and the northerly levee embankment of Basin 2 and focused efforts on construction of the levee between Basins 1 and 2.

They have over-excavated the 12-inch subgrade to 5-ft beyond the toe of levee slopes for the westerly levee parallel to the railroad tracks and excavated the 4-ft deep keyway beneath that embankment. They have backfilled and compacted the keyway along the westerly end of Basin

1 and are currently working on backfill and compaction of the levee embankment for the levee between Basins 1 and 2.

They have been moisture conditioning and borrowing material from the bottom of Basin 1 and 2. All borrow material is being mixed and appears to be relatively uniform.

Soils Engineering, Inc. (SEI) was on-site daily this week performing compaction testing of the keyway and the levee embankment fill for the levee between Basin 1 and Basin 2 and the levee parallel to the railroad tracks. The moisture conditions have been right around optimum. All compaction testing met the minimum required compaction and passed.

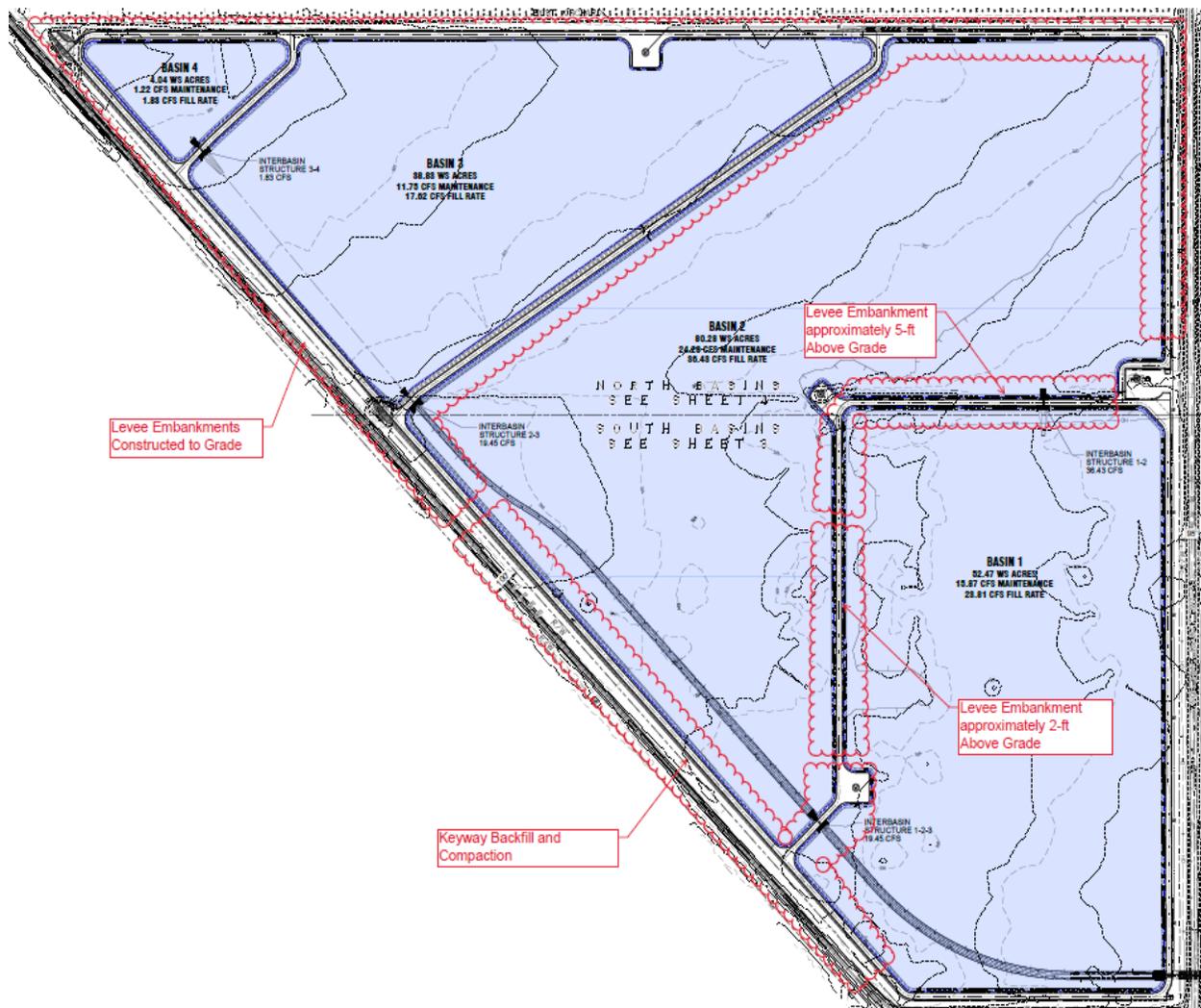


Figure 1: Map of Project Progress

Sincerely,

Curtis Skaggs

Curtis M. Skaggs, P.E.

Pictures (4-22-24 thru 4-26-24)



Excavation of Keyway along Westerly Levee of Basin 2



Sloping Sides of 4-ft Deep Keyway



Excavation of Keyway for Levee between Basins 1 and 2



Backfill and Compaction of Keyway for Westerly Levee of Basin 1



Backfill and Compaction of Keyway to Original Grade



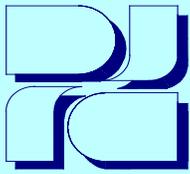
Levee Embankment Fill for Westerly Levee of Basin 1



Backfill and Compaction of Levee Embankment for Northerly Levee of Basin 1



Levee Embankment Fill of Basin 1 – Basin 2 Northerly Levee Looking East



DEE JASPAR & ASSOCIATES, INC.

CONSULTING CIVIL ENGINEERS

2730 UNICORN ROAD, BLDG A

BAKERSFIELD, CA 93308

PHONE (661) 393-4796

FAX (661) 393-4799

May 2, 2024

Dan Bartel, General Manager
c/o Groundwater Banking Joint Powers Authority
849 Allen Road
Bakersfield, CA 93314

Re: West Enos Recharge Facilities - Structures
Bid Proposal Review and Recommendation

Mr. Bartel:

Bids were received for the above referenced project and opened at the Rosedale-Rio Bravo Water Storage District office on May 1st, 2024 at 2:00 pm. The bid results are shown in Exhibit A attached hereto.

RLH Fire Protection, Inc. (RLH) was the apparent low bidder in the amount of one million five hundred and forty-seven thousand two hundred and thirty dollars and 00/100's - \$1,547,230.00. RLH submitted the appropriate bid documents including:

- Bid Form
- Schedule of Work Items
- Statements by Bidder
- Certification of Bidder and Qualifications
- Safety Program Certification
- Non-Collusion Declaration
- Bid Security Declaration
- Bid Bond (10%)
- Addenda Acknowledgements

The bid proposal submitted by RLH has been reviewed and it appears that they have submitted all the necessary bid information and that their bid is correct. A copy of their bid is attached in Exhibit B attached hereto. They are a Class "A" General Contractor located in Bakersfield, California. Their contractor's license is active and in good standing. They have several years' experience with these types of projects. They did not list any subcontractor's for this project.

The Engineer's Estimate for the bid was \$1,404,425.00. The apparent low bidder, RLH Fire Protection, is approximately 10% above the Engineer's Estimate, however their bid is in-line with the other bidders and appears correct. It is recommended that the project be awarded to RLH Fire Protection, Inc. in the amount of \$1,547,230.00 and that a pre-construction meeting be arranged upon award and execution of the contract documents.

Sincerely,

Curtis Skaggs

Curtis M. Skaggs, PE

EXHIBIT A
BID SUMMARY

Bid Opening
Groundwater Banking Joint Powers Authority
 Construction Manager: Dee Jaspar and Associates, Inc.
 849 Allen Road
 Bakersfield, CA 93314

Project Name: West Enos Recharge Facilities Emergency Project
 Structures

Spec. No.:
Project Number:
Bid Date: May 1, 2:00 pm

Bid No.	Contractor's Name & Address	Total Bid Amount	Non-Collusion Affidavit	Bid Bond	Contractor's Experience Form	Acknowledge Addenda	Remarks
1	RLH Fire Protection	\$1,547,230. ⁰⁰	✓	✓	✓	✓	
2	HPS Mechanical	\$2,933,000. ⁰⁰	✓	✓	✓	✓	
3	Nicholas Const.	\$1,585,110. ⁰⁰	✓	✓	✓	✓	
4	W.M. Lyles Co.	\$3,029,100. ⁰⁰	✓	✓	✓	✓	
5	Unified Field Services Corp.	\$1,999,660. ⁰⁰	✓	✓	✓	✓	
6							
7							
8							
9							
10							

ATTEST TO OPENING

Bid Opening By: Conte M. Nygren

Witness: Dan Bartel / Markus Nygren

Groundwater Banking Joint Powers Authority

WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT - STRUCTURES

Bid Summary

		Engineer's Estimate		Low Bidder		Bidder 2		Bidder 3		Bidder 4		Bidder 5			
Item No.	Item Description	Quantity	Unit	Unit Cost	Extended Cost	RLH Fire Protection, Inc.		Nicholas Construction, Inc.		Unified Field Services Corporation		HPS Mechanical, Inc.		W.M. Lyles Co.	
						Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Mobilization, Demobilization, and Clean-Up	1	LS	\$55,000.00	\$55,000.00	\$ 36,300.00	\$ 36,300.00	\$ 103,000.00	\$ 103,000.00	\$ 40,273.00	\$ 40,273.00	\$ 133,000.00	\$ 133,000.00	\$ 75,000.00	\$ 75,000.00
2	Install District Furnished Interbasin Structures	4	EA	\$66,000.00	\$264,000.00	\$ 61,500.00	\$ 246,000.00	\$ 75,000.00	\$ 300,000.00	\$ 116,457.00	\$ 465,828.00	\$ 115,000.00	\$ 460,000.00	\$ 116,600.00	\$ 466,400.00
3	Furnish & Install 27" PIP SDR 51 Carrier Pipeline & Appurtenances	200	LF	\$137.50	\$27,500.00	\$ 600.00	\$ 120,000.00	\$ 260.00	\$ 52,000.00	\$ 758.00	\$ 151,600.00	\$ 500.00	\$ 100,000.00	\$ 480.00	\$ 96,000.00
4	Furnish & Install 42" IPS DR32.5 HDPE Carrier Pipeline & Appurtenances	630	LF	\$247.50	\$155,925.00	\$ 305.00	\$ 192,150.00	\$ 265.00	\$ 166,950.00	\$ 345.00	\$ 217,350.00	\$ 700.00	\$ 441,000.00	\$ 1,390.00	\$ 875,700.00
5	Backfill & Compact Boring and Receiving Pits	1	LS	\$165,000.00	\$165,000.00	\$ 20,900.00	\$ 20,900.00	\$ 40,000.00	\$ 40,000.00	\$ 45,156.00	\$ 45,156.00	\$ 110,000.00	\$ 110,000.00	\$ 80,000.00	\$ 80,000.00
6	Install District Furnished Headwall Structure and Appurtenances for Enos Lane Crossing	1	LS	\$71,500.00	\$71,500.00	\$ 170,700.00	\$ 170,700.00	\$ 105,000.00	\$ 105,000.00	\$ 122,576.00	\$ 122,576.00	\$ 170,000.00	\$ 170,000.00	\$ 130,000.00	\$ 130,000.00
7	Furnish & Install Outlet Structure and Appurtenances for Enos Lane Crossing	1	LS	\$27,500.00	\$27,500.00	\$ 17,000.00	\$ 17,000.00	\$ 26,000.00	\$ 26,000.00	\$ 34,795.00	\$ 34,795.00	\$ 50,000.00	\$ 50,000.00	\$ 77,000.00	\$ 77,000.00
8	Install District Furnished Goose Lake Channel Turnout Structure and Appurtenances	1	LS	\$71,500.00	\$71,500.00	\$ 119,000.00	\$ 119,000.00	\$ 113,000.00	\$ 113,000.00	\$ 139,534.00	\$ 139,534.00	\$ 240,400.00	\$ 240,400.00	\$ 202,000.00	\$ 202,000.00
9	Furnish & Install Goose Lake Channel Turnout Piping & Appurtenances	1	LS	\$60,500.00	\$60,500.00	\$ 131,600.00	\$ 131,600.00	\$ 125,000.00	\$ 125,000.00	\$ 157,029.00	\$ 157,029.00	\$ 210,000.00	\$ 210,000.00	\$ 298,000.00	\$ 298,000.00
10	Furnish & Install Goose Lake Channel Turnout Outlet and Appurtenances	1	LS	\$27,500.00	\$27,500.00	\$ 47,400.00	\$ 47,400.00	\$ 26,000.00	\$ 26,000.00	\$ 43,327.00	\$ 43,327.00	\$ 100,000.00	\$ 100,000.00	\$ 74,000.00	\$ 74,000.00
11	Furnish & Install 27" PIP SDR 51 Recovery Pipeline & Appurtenances	3240	LF	\$137.50	\$445,500.00	\$ 132.00	\$ 427,680.00	\$ 159.00	\$ 515,160.00	\$ 173.00	\$ 560,520.00	\$ 265.00	\$ 858,600.00	\$ 200.00	\$ 648,000.00
12	Final Record Drawings	1	LS	\$11,000.00	\$11,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,200.00	\$ 2,200.00	\$ 20,000.00	\$ 20,000.00	\$ 2,500.00	\$ 2,500.00
13	Builder's Risk All Risk Insurance	1	LS	\$16,500.00	\$16,500.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,831.00	\$ 10,831.00	\$ 20,000.00	\$ 20,000.00	\$ 2,500.00	\$ 2,500.00
14	Mitigation Monitoring	1	LS	\$5,500.00	\$5,500.00	\$ 11,000.00	\$ 11,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,641.00	\$ 8,641.00	\$ 20,000.00	\$ 20,000.00	\$ 2,500.00	\$ 2,500.00
				Base Bid:	\$1,404,425	Base Bid:	\$ 1,547,230.00	Base Bid:	\$ 1,585,110.00	Base Bid:	\$ 1,999,660.00	Base Bid:	\$ 2,933,000.00	Base Bid:	\$ 3,029,600.00

Subcontractor List

											Concrete	BMV, Inc.	Pipe Jacking	All-State Boring
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EXHIBIT B
BID DOCUMENTS

BID PROPOSAL

DOCUMENT CHECKLIST

**FOR THE
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT – STRUCTURES**

PROJECT NO. 2024-01

Bid proposals shall include the following documents:

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

BID FORM

PROPOSAL TO

GROUNDWATER BANKING JOINT POWERS AUTHORITY

FOR THE
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT – STRUCTURES

PROJECT NO. 2024-01

Name of Bidder: RLH FIRE PROTECTION

Business Address: 4300 STINE ROAD, SUITE 500
BAKERSFIELD, CA 93313

Phone No. 661-322-9344 E-mail gkallenberger@rlhfp.com

Type of firm: Individual Corporation Partnership
 Limited Liability Company Joint Venture

Contractor's License: Primary Class. 777717 License No. A

Department of Industrial Relations Registration No. 1000003109

TO: BOARD OF DIRECTORS,
GROUNDWATER BANKING JOINT POWERS AUTHORITY

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 the Work within the Contract 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 and complete in a workmanlike manner, all of the Work required by the 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 JPA 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 – STRUCTURES

PROJECT NO. 2024-01

Item No.	Approx. Quantity	Description	Unit Price Dlrs./Cts.	Amount Dlrs./Cts.
1	Lump Sum	Mobilization, Demobilization, & Cleanup	\$ <u>LS</u>	\$ <u>36,300</u> ⁻
2	4 Each	Install District Furnished Interbasin Structures	\$ <u>61,500</u> ⁻	\$ <u>246,000</u> ⁻
3	200 LF	Furnish and Install 27" PIP SDR 51 Carrier Pipeline and Appurtenances	\$ <u>600</u> ⁻	\$ <u>120,000</u> ⁻
4	630 LF	Furnish and Install 42" IPS DR 32.5 HDPE Carrier Pipelines and Appurtenances	\$ <u>305</u> ⁻	\$ <u>192,150</u> ⁻
5	Lump Sum	Backfill & Compact Boring and Receiving Pits	\$ <u>20,900</u> ⁻	\$ <u>20,900</u> ⁻
6	Lump Sum	Install District Furnished Headwall Structure and Appurtenances for Enos Lane Crossing	\$ <u>170,700</u> ⁻	\$ <u>170,700</u> ⁻
7	Lump Sum	Furnish and Install Outlet Structure and Appurtenances for Enos Lane Crossing	\$ <u>17,000</u> ⁻	\$ <u>17,000</u> ⁻
8	Lump Sum	Install District Furnished Goose Lake Channel Turnout Structure and Appurtenances	\$ <u>119,000</u> ⁻	\$ <u>119,000</u> ⁻
9	Lump Sum	Furnish and Install Goose Lake Channel Turnout Piping and Appurtenances	\$ <u>131,600</u> ⁻	\$ <u>131,600</u> ⁻
10	Lump Sum	Furnish and Install Goose Lake Channel Turnout Outlet Structure and Appurtenances	\$ <u>47,400</u> ⁻	\$ <u>47,400</u> ⁻
11	3,240 LF	Furnish and Install 27" PIP SDR 51 Recovery Pipeline and Appurtenances	\$ <u>132</u> ⁻	\$ <u>427,680</u> ⁻
12	Lump Sum	Final Record Drawings	\$ <u>1,500</u> ⁻	\$ <u>1,500</u> ⁻
13	Lump Sum	Builder's Risk "All Risk" Insurance	\$ <u>6,000</u> ⁻	\$ <u>6,000</u> ⁻
14	Lump Sum	Mitigation Monitoring	\$ <u>11,000</u> ⁻	\$ <u>11,000</u> ⁻
SUBTOTAL, Base Bid Items				\$ <u>1,547,230</u> ⁻

ADDITION (+) OR

\$+ 0

DEDUCTION (-)*

\$- 0

TOTAL AMOUNT OF BID

\$ 1,547,230⁻

*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 by the bidder, 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).

Signed this 1ST day of MAY, 2024

RLH FIRE PROTECTION, INC
Name of Bidder


Signature of Bidder

CFO
Title of Signatory

STATEMENTS BY BIDDER

**FOR THE
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT - STRUCTURES**

PROJECT NO. 2024-01

Bidder shall indicate opposite each item listed by JPA below the name of the manufacturer or supplier proposed to be used under the Agreement. Award of an Agreement under this proposal (bid) will not imply approval by JPA of a manufacturer or supplier listed by the bidder. However, if a manufacturer or supplier is acceptable to JPA, 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 JPA, without subjecting JPA 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 JPA, without subjecting JPA to any liability for the substitution, change or omission. The successful bidder shall reimburse JPA for any expenses incurred by JPA as a result of the successful bidder's failure to so notify each named manufacturer or supplier.

- A. For each item listed by JPA below, 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	

B. 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.

The name, State of California license number, Department of Industrial Relations registration number, location of place of business, type of work which will be done, and percentage of work of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the Work in an amount in excess of 1/2 of 1 percent (0.5%) of the bidder's total Bid is set forth as follows:

<u>Name of Subcontractor</u>	<u>License No.</u>	<u>DIR Reg. No.</u>	<u>Address of Office</u>	<u>Type of Work</u>	<u>Percentage of Work</u>
NONE					

C. Bidder shall indicate person who inspected site of the proposed Work here:

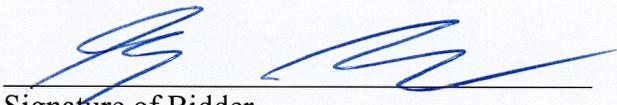
Name: JEFF UNRUH Date of Inspection: 3-14-24

D. Bidder shall indicate receipt of all addenda (if any) here:

Addenda Nos: 1, 2

Signed this 1ST day of MAY, 2024

RLH FIRE PROTECTION, INC
Name of Bidder


Signature of Bidder

CFO
Title of Signatory

CERTIFICATION OF BIDDER AND QUALIFICATIONS

FOR THE
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT - STRUCTURES

PROJECT NO. 2024-01

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 JPA 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 1ST day of MAY, 2024

RLH FIRE PROTECTION, INC

Name of Bidder



Signature of Bidder

CFO

Title of Signatory

SAFETY PROGRAM CERTIFICATION

FOR THE
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT - STRUCTURES

PROJECT NO. 2024-01

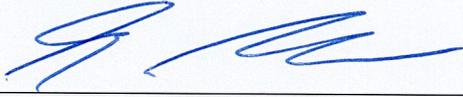
CONTRACTOR acknowledges that CONTRACTOR has read Section 01410 of Division 1 – General Requirements, Construction Safety Procedures.

CONTRACTOR certifies to JPA 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. 2023-920479

Signed this 1ST day of MAY, 2024

RLH FIRE PROTECTION, INC
Name of Bidder


Signature of Bidder

CFO
Title of Signatory

NON-COLLUSION DECLARATION

FOR THE
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT - STRUCTURES

PROJECT NO. 2024-01

The undersigned declares:

I am the CFO of RLH FIRE PROTECTION, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on MAY 1, 2024 [date], at BAKERSFIELD [city], CA [state].

RLH FIRE PROTECTION INC
Name of Bidder


Signature of Bidder

CFO
Title of Signatory

BID SECURITY DECLARATION

FOR THE
WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT - STRUCTURES

PROJECT NO. 2024-01

ACCOMPANYING THIS PROPOSAL IS BIDDER'S 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

The undersigned deposits the security in the form set forth above as a proposal guarantee and agrees that it shall be forfeited to JPA in case this is accepted by JPA and the undersigned fails to execute an Agreement with JPA as specified in the Contract Documents accompanied by the required payment and faithful performance bonds with sureties satisfactory to JPA, and accompanied by the required certificates of insurance coverage and endorsements. Should JPA be required to engage the services of an attorney(s) in connection with the enforcement of this Bid, bidder promises to pay all of JPA's reasonable attorneys' fees and costs incurred with or without suit. The bidder's liability to JPA 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 venture; if the bidder is a **limited liability company**, state the complete name of each manager and each member, and if the manager or member is a corporation, its president, secretary and treasurer, and state the complete name of the chief executive officer, if any, of the limited liability company).

RLH FIRE PROTECTION, INC

JASON NORTON, PRESIDENT

GEOFF KALLENBERGER, CFO

MICHAEL NORTON, CEO

GREGG FULTON, SECRETARY

GARY STITES, VICE - PRESIDENT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

RLH Fire Protection, Inc.

as Principal, and Great American Insurance Company as Surety, are held and firmly bound unto the

GROUNDWATER BANKING JOINT POWERS AUTHORITY

hereinafter called JPA, in the penal sum of

Ten Percent of Bid Amount

Dollars (\$ 10% of Bid Amount),

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted

the accompanying Bid dated May 1, 2024, for the construction of:

THE WEST ENOS RECHARGE FACILITIES
EMERGENCY PROJECT - STRUCTURES

PROJECT NO. 2024-01

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period of time set forth in the Contract Documents, and shall within fifteen (15) calendar days after the prescribed forms are presented to the Principal for signature enter into a written contract with JPA in accordance with the Bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract, and for the protection of laborers and material men, or in the event of the withdrawal of the Bid within the period specified, or the failure to enter into the Agreement, and give such bonds within the time specified, if the Principal shall within sixty (60) days after request by JPA pay to JPA the difference between the amount specified in the Bid and the amount for which JPA may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and virtue.

Forfeiture of this bond shall not preclude JPA from seeking any or all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing, and this bond shall not be a limitation on Principal's liability therefor.

It is further agreed that if JPA is required to initiate legal proceedings to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorneys' fees incurred with or without suit.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument this day of April 29, 2024, the name and corporate seal for each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Two Witnesses (if individual)
RLH Fire Protection, Inc.



Michael Norton

CEO

PRINCIPAL

By

Title

ATTEST: (if corporation, or limited liability company with officers)

Title

Corporate Seal

Attach acknowledgments of authorized representative of Principal.

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 KERN)

On APRIL 30, 2024 before me, KELCEY E. MCCORMICK, Notary
(insert name and title of the officer) PUBLIC

personally appeared MICHAEL NORTON,
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.

Signature Kelcey E. McCormick (Seal)



Any claims under this bond may be addressed to:

Great American Insurance Company (name and address of Surety)

1255 Treat Blvd., Ste. 810

Walnut Creek, CA 94597

The Liberty Company Insurance Brokers (name and address of agent or representative in California, if different from above)

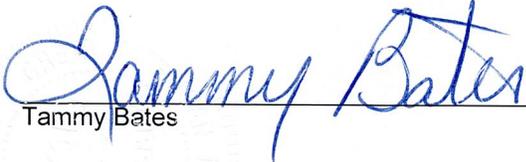
5601 Truxtun Ave., Ste.170

Bakersfield, CA 93309

661-558-2159 (telephone number of Surety and agent of representative in California)

Great American Insurance Company

SURETY



Tammy Bates

By

Title

Attorney-in-Fact

ATTEST: (if corporation)

See Attached

Title

Corporate Seal

Attach acknowledgments of authorized representatives of Surety.

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 Kern)

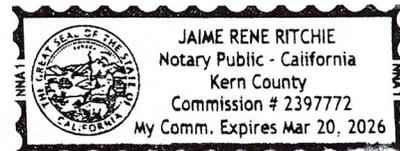
On April 29, 2024 before me, Jaime Rene Ritchie, Notary Public
(insert name and title of the officer)

personally appeared Tammy Bates,
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.

Signature *Jaime Rene Ritchie* (Seal)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 21487

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
CLINT PHILLIPS	ALL OF	ALL
DONNA BELL	BAKERSFIELD,	\$100,000,000
TAMMY BATES	CALIFORNIA	
JAIME RITCHIE		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21ST day of JANUARY 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 21ST day of JANUARY, 2022

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

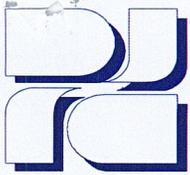
I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of April 2024



Atty L C B

Assistant Secretary



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

GROUNDWATER BANK JOINT POWERS AUTHORITY

NOTICE TO PLANHOLDERS

APRIL 26TH, 2024

This is Addendum No. 2 to the plans and specifications for the Construction of the West Enos Recharge Facilities Emergency Project - Structures.

THE BID DATE REMAINS May 1st, 2024 at 2:00 pm.

Notice is hereby given to prospective bidders that the Plans and Specifications for the Construction of the West Enos Recharge Facilities Emergency Project – Structures project have been modified as hereinafter set forth. This Addendum No. 2 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of this Addendum No. 2 in the space below and attach the Addendum to the Proposal.

By: _____

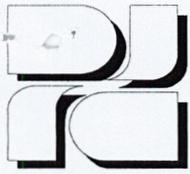
Firm Name RLH FIRE PROTECTION

By GEOFF KALLENBERGER

Title CFO

Date 5-1-24

Any questions regarding this addendum shall be directed in writing to Curtis M. Skaggs with Dee Jaspar & Associates, Inc.



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
 2730 UNICORN ROAD, BLDG A
 BAKERSFIELD, CA 93308
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GROUNDWATER BANK JOINT POWERS AUTHORITY

NOTICE TO PLANHOLDERS

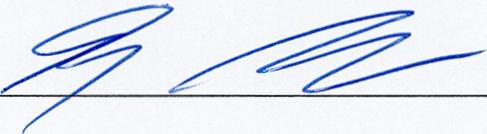
MARCH 20TH, 2024

This is Addendum No. 1 to the plans and specifications for the Construction of the West Enos Recharge Facilities Emergency Project - Structures.

THE BID DATE IS HEREBY EXTENDED TO May 1st, 2024 at 2:00 pm.

Notice is hereby given to prospective bidders that the Plans and Specifications for the Construction of the West Enos Recharge Facilities Emergency Project – Structures project have been modified as hereinafter set forth. This Addendum No. 1 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of this Addendum No. 1 in the space below and attach the Addendum to the Proposal.

By:  _____

Firm Name RLH FIRE PROTECTION

By GEOFF KALLENBERGER

Title CFO

Date 5-1-24

Any questions regarding this addendum shall be directed in writing to Curtis M. Skaggs with Dee Jaspar & Associates, Inc.

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CONTRACT CHANGE ORDER

GROUNDWATER BANKING JOINT POWERS AUTHORITY

849 Allen Road
Bakersfield, California 93314
(661) 589-6045

C.O. No. 01

Final

Project No. _____

West Enos Recharge Facilities Emergency Project – Cased Crossings

Project Title

Date: May 2, 2024

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
1. Additional cost to provide 48"x3/4" wall steel casing beneath Stockdale Hwy for Stockdale North facility.	\$186,553.00	\$0.00	+30
TOTAL	\$186,553.00	\$0.00	+30
			DAYS ±

1. NET AMOUNT THIS CHANGE ORDER	=	\$186,553.00	+30
2. ORIGINAL CONTRACT AMOUNT	=	\$667,888.00	90
3. TOTAL PREVIOUS CHANGE ORDER(S)	=	\$0.00	+0
4. TOTAL BEFORE THIS CHANGE ORDER (2+ 3)	=	\$667,888.00	90
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4)	=	\$854,441.00	120

We hereby agree to make the above change subject to the terms of this change order for the sum of: _____

One Hundred Eighty-Six Thousand, Five Hundred and Fifty-Three ----- Dollars

May 2, 2024
Date

Allstate Boring
Contractor


By:

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
<u>Curtis Skaggs</u> GBJPA Engineer or Consulting Engineer	<u>5/3/2024</u> Date	Department Director Approval Required <input type="checkbox"/>
Principal Engineer – Capital Projects	Date	General Manager Approval Required <input type="checkbox"/>
Director of Engineering & Planning	Date	Committee Approval Required <input type="checkbox"/>
General Manager	Date	Board Approval Required <input type="checkbox"/>
		By _____ Date _____
		Purchase Order No. _____

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required are attached hereto and made a part hereof. This Change Order shall not be considered as such until it has been signed by the Owner and the Contractor. Upon final approval, distribution of copies will be made as required. The parties mutually agree the pricing set forth in this Change Order are complete and fair compensation for the entirety of the work authorized under this Change Order and that no additional compensation is warranted nor shall it be allowed.

CHANGES: All workmanship and materials called for by this Order shall be fully in accord with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the contract will not be extended unless expressly provided for in this Change Order.

Note: This page is intentionally left blank.

Allstate Boring Exclusions & Stipulations

Conditions of Proposal:

- Price excludes settlement monitoring and all related requirements, survey, ground stabilization and excavation support system, QA and QC for welding and jacking operations, engineering for pedestrian access around site, security fencing and covering pits as required.
- Price assumes that equipment can be left rigged up overnight with pits remaining open.
- Based to work Monday – Friday 5 8's.
- Allstate Boring will provide AWS D1.1 welders. Price assumes that visual inspection is sufficient since the casing will be grouted, making it a "sacrificial" casing.
- If jacking calculations are needed, please inform Allstate as this bid does not include any allowance for jacking calculations unless specifically stated in the bid.
- Casing will be billed at time of drop with net 45 terms.
- Customer to haul and dispose of all spoils generated from jacking operation. Customer to haul spoils away daily.
- Price assumes ground is alluvium that is free of rock, cobble, boulders, caliche, bedrock, and split face conditions.

Responsibilities of Customer

- Customer to provide jacking and exit pits per OSHA standards and as stated below.
 - a. Insure 7' minimum clearance beneath spreaders.
 - b. Excavate pits to compliment slope and grade of proposed casing installation per conditions of proposal.
 - c. Provide 6" gravel base (more may be necessary if ground water conditions are present).
 - d. Provide a ladder in each pit per OSHA requirements.
 - e. Provide adequate thrust restraint, provide all required engineering calculations.
 - f. Dewater and protect from liquid intrusion. Water level maintained 1' below finished grade.
Customer responsible for re-rocking and maintaining pumps throughout the jacking operation as needed.
 - g. Barricade and maintain bore pit.
- Locate all substructures and pipelines prior to boring and will hold Allstate Boring and Allstate Boring's insurance carrier harmless, and defend same, for any cost or damage caused by failure to properly locate such substructures. Proposed casing elevation shall be set to clear existing utilities by a 2' minimum.
- To furnish survey with cut and center alignment at the front and rear of the jacking pit.
- To provide all flaggers required.
- All permits and permit fees, all inspection and inspection fees including any overtime fees to allow Allstate Boring to work the proposed hours
- All hole watch and fire watch as needed at entry and exit shafts. Including any water trucks required for fire prevention per owner's standards.
- Provide any as-builts required.
- Provide grout testing and cost associated with sending grout to testing facility.
- All settlement, surface and utility monitoring required.
- Provide any cultural, biological, paleontological, archeological, etc. monitoring required.
- If work is under or near power lines and a dedicated spotter is required, it should be the responsibility of the customer to provide a full time watch per OSHA.
- To provide any sound control as required.
- Customer to provide any temporary fencing required with portable restroom and hand wash station within walking distance from jacking pits.
- Coordinate with utility owners and schedule standbys as needed during the boring operation.
- Handle all dust control and street sweeping required.
- Customer to furnish all rumble plates and rock as required for entry and exit to jacking pits.
- All dewatering necessary for boring pits to remain dry. Bores to be conducted uphill if ground water is present and/or customer to provide dewatering wells along entire bore alignment. Customer to be responsible for all water generated from boring operation. Customer to maintain pumps throughout duration of bore.
- All traffic control and barricades as necessary, including any K Rail.
- To place furnished materials within reach of Allstate Boring crane.
- Provide adequate access to work site with a level working pad at the rear of pit for boom truck.
- Provide lay down room for augers and casing adjacent to shaft.
- Provide adequate room for large crane to freely function.
- Responsible for all spoil haul off and disposal.
- Customer responsible for providing 90's and filling conduits full of water to prevent melting.
- Provide suitable backstop to withstand jacking loads.
- Perform all final tie ins and backfill pits. Including all hardscape and softscape restoration.
- Provide suitable staging area and spoil dump spot adjacent to shaft, and haul spoils away from pit location daily.

- Customer responsible for all BMP'S and SWPP'S on site. If Allstate Boring damages any, Allstate Boring will replace.

Responsibilities of Allstate Boring

- To provide all boring equipment and labor for boring operations.
- Provide any written submittals required, minus engineered or stamped details.
- Allstate Boring will furnish structural grade materials only, unless specified above. If the job is changed or cancelled the material will be charged at cost plus a 15% mark up. Restocking charge for steel casing is 50% of cost.
- Provide AWS D1.1 welders.
- Install customer furnished carrier pipes inside casing, to leave carrier stubbed out for customer tie in.
- Remove spoils from jacking shaft and load customer furnished dump truck or stockpile for customer removal daily.

General Notes

- Standard bore equipment defined as bore rig, augers, crane, crew/weld truck and safety compliment. Any specialized equipment will be added as dictated by Change of Conditions and noted on Change Order.
- Customer to pay all inspection fees, permits, or special insurance (including railroad insurance and inspection limits above \$ 2,000,000.) Price does not include bonding.
- Quote is valid for 30 days.
- Due to the volatility of the steel market, the amount of this Proposal is subject to adjustment based on increases in material and/or labor costs arising from material shortages, surcharges, and /or tariffs. Allstate Boring will provide documentation of any such increases upon request at time of the order(s).
- Due to specialized nature of work, price does not include apprentices, local hires, disadvantaged hire, etc.
- Unless specified above, the casing welds will be double pass full circumference butt welds.
- Allstate Boring requests a (4) week lead time prior to mobilization.
- Price excludes all Buy American, Buy America, or American Iron and Steel unless stated otherwise in Allstate Boring's scope of work.
- Notification of any site-specific training shall be provided to Allstate Boring from the CUSTOMER prior to scheduling. Any site specific training to be invoiced as a change order at time and equipment rates.
- If the bore is unable to be completed because of an unexpected change of condition that is unmanageable by typical boring methods, the loss of time, materials and equipment will be subject to compensation at the quoted rate + cost of materials.
- Any additional time/days required for Allstate Boring attendance by the customer, outside of the quoted scope of work due to unknown owner's safety requirements, classes, or protocols that result in a loss of production time for Allstate Boring will be charged at the quoted hourly rate. Including engineering and survey not provided by the customer or owner.
- Allstate Boring to bill minimum quoted footage or actual footage installed, whichever is greater.
- The contract does not include ROCK, FLUID CONDITIONS or unboreable obstructions. In the event Allstate Boring cannot complete the bore because of these obstructions, or production is drastically impaired due to larger cobbles/rocks than stated above in the quote, the customer will be charged at the quoted hourly rates (plus any costs for specialized equip) until the conditions are boreable.
- This proposal is attached and incorporated fully into the Subcontract between the parties. In the event there are any conflicts or inconsistencies between the terms and conditions of this Proposal and provisions of the Subcontract, the terms and conditions of this Proposal shall prevail and control.

Accepted for: _____

By: _____

Title: _____ Date: _____

Contractor's License No.: _____

In the State of: _____

Allstate Boring

By:  _____

Title: president Date: 5/2/24

State of California License No. 872946

Allstate Boring Schedule and Exclusions

Date: March 30th 202

Stockdale Hwy Recharge Facilities Emergency Project

JOB IS BID FOR 1 CROSSING @ 78 FEET

Construction schedule

Description of task	Days
Mobilize	1
Delivery of 48" casing	1
Welding of 48"	3
Hammering of 48"	4
48" Casing clean out	1
Demob	1
Total	11

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

Small Storage Program Funding Update

DISCUSSION:

Background:

The Bureau of Reclamation provides grant funding to eligible projects under the Bipartisan Infrastructure Law Small Storage Program. The Groundwater Banking Joint Powers Authority (GBJPA) has already been awarded a total of \$8.6 million in Small Surface Water and Groundwater Storage Projects (Small Storage Program) for Phase 1 of the Kern Fan Groundwater Storage Project. Based on the project benefits, the combined awards have maximized the available federal funding for the Phase 1 project. Staff anticipates a new round of Small Storage Program funding becoming available and has worked with consultant Dee Jaspar and Associates (DJA) to develop a new separate project concept that could be positioned for additional federal funding.

Background:

The Bureau of Reclamation's Small Storage Program provides up to 25% of the total cost of planning, design and/or construction incurred for storage projects up to a maximum of \$30 million per project. Applicants must fund the other 75% of the project cost. Project storage cannot exceed 30,000 acre-feet.

In December 2022, the GBJPA submitted an application requesting \$9.8 million in federal funding, to develop and construct Phase 1 of the Kern Fan Groundwater Storage Project (Kern Fan Project). The 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 and turnout facilities to connect the new wells with existing delivery facilities.

The GBJPA was selected for a funding award in the amount of \$4.7 million and executed a funding agreement with Reclamation in October 2023. In March 2024, the project was awarded an additional \$3.9 million in a second round of funding. The combined funding awarded for the project has now been maximized based on the total project benefits, and no further federal funding could be awarded to Phase 1.

2024 Small Storage Program Funding

Staff anticipates that Reclamation will release another Small Storage Program funding opportunity in Fall 2024. Staff and consultants at Dee Jaspar & Associates (DJA) have developed a concept for a new "stand-alone" small storage project that would provide

new benefits, and therefore be eligible for funding, provided as Exhibit "A". The new project concept includes the following components:

- New allocated storage of 30,000 AF;
- New conveyance off the California Aqueduct to deliver 250-300 cfs; and
- New turnout from the California Aqueduct, located in Pool 28, to be either a modification of the existing Cross Valley Canal turnout or a new separate turnout.

The preliminary estimated capital cost is \$109.1 million. Projects can be awarded up to \$30 million based on benefits. Staff is preparing a feasibility study for submittal to the Bureau of Reclamation this summer. An approved feasibility study is required in order to be eligible for federal funding.

RECOMMENDATION:

Receive and file.

LIST OF EXHIBITS:

Exhibit "A" – Draft Small Storage Program Project Concept

Exhibit “A”

Draft Small Storage Program Project Concept

The Kern Fan Groundwater Storage Project (Project) consists of a regional water bank in the Kern County Groundwater Sub-basin of the San Joaquin Groundwater Basin in Kern County, California that will provide water supply, groundwater and agricultural benefits. Project facilities will be planned, designed, constructed, owned, and operated by the Groundwater Banking Joint Powers Authority (GBJPA) that consists of representatives from the Irvine Ranch Water District (IRWD) and the Rosedale-Rio Bravo Water Storage District (RRBWS).

The Project will be supplied primarily by the State Water Project’s supplies that exceed the SWP Contractors allocation during a wet year (Article 21 supplies) and also by other wet-year water supplies as available. In wet years, when it is declared available by the California Department of Water Resources (DWR), the GBJPA will take delivery of Article 21 supplies to store in the Project. IRWD and RRBWS will equally share the storage associated with the Project.

Other water supplies that could be available for the Project include other SWP supplies diverted from the California Aqueduct, as well as other supply sources including Central Valley Project Section 215 flood water and high-flow Kern River water.

The Project objectives are to cost-efficiently recharge and store excess surface water supplies, that would otherwise be lost to the ocean, in a groundwater bank for subsequent recovery to address the following:

- Enhance water supply reliability;
- Reduce imported water demands on the San Francisco Bay/Sacramento –San Joaquin Delta Estuary (Delta) to benefit spring and winter-run Chinook salmon;
- Provide water supply during drought conditions;
- Provide water supply for emergency response benefits;
- Establish temporary wetlands through intermittent recharge events that will attract migratory and other water fowl in Kern County;
- Benefit the water levels in the Kern County Groundwater Sub-basin;
- Provide sustainable water supply for local agricultural use; and
- Be integrated into other water storage projects and storage reservoirs to provide greater statewide benefits.

A conveyance facility will be constructed to convey water from the California Aqueduct to existing and planned recharge basins referred to as the West Basins, the Enns Basins, McCaslin Basins, and a property to be purchased.

The project objective of the conveyance facility is to deliver approximately 250-300 cfs of water from the California Aqueduct to approximately 970-acres of land for groundwater recharge facilities.

This will allow the project to convey approximately 300 cfs for approximately one to two months and store up to an additional 30,000 acre-feet of water per year in wet years. The new conveyance facility will not only provide water to the new recharge property (+/- 300 acres), but also convey water to existing recharge basins that have excess capacity due to limitations on conveyance from other sources of water. It is also desirable for the proposed conveyance facility from the Aqueduct to the recharge facilities to be capable of reverse flow for times when water is being recovered.

The conveyance project includes a new turnout from the California Aqueduct. The proposed turnout would be located in Pool 28 or Reach 12E of the California Aqueduct near the existing Kern County Water Agency - Cross Valley Canal Turnout (Greater Bakersfield Turnout No. 1) located at Milepost 238.04 and Check No. 28. The new project turnout may be a modification of the existing Cross Valley Canal Turnout, referred to as the Joint Works Alternative, or it may be a standalone turnout that is located approximately 600-ft north of the existing Cross Valley Canal Turnout. The standalone turnout would be a reinforced concrete structure with galvanized steel trashrack, slide gate, and metering.

The conveyance alignment is supplied by a new Aqueduct Turnout structure with one eleven-foot (11-ft) diameter pipe across and beneath the DWR right-of-way and the Outlet Canal. The Joint Works alternative would involve modifying the existing Cross Valley Canal turnout and constructing transition structures and a double box siphon to get under the Outlet Canal. The conveyance alignment then crosses the State of California property for the Tule Elk Reserve (APN 159-180-05) through Section 24 and into Section 19 where the facilities enter Kern Water Bank Authority property. The conveyance alignment remains on Kern Water Bank Authority property through Section 19, Section 18, Section 7, into Section 6, across the Interstate 5 Freeway, into Section 5, across Stockdale Hwy, and onto private property until it reaches the proposed West Basin recharge facilities and the Goose Lake Channel to convey water to Enns, McCaslin, and a property to be purchased, see Figure 1 below.

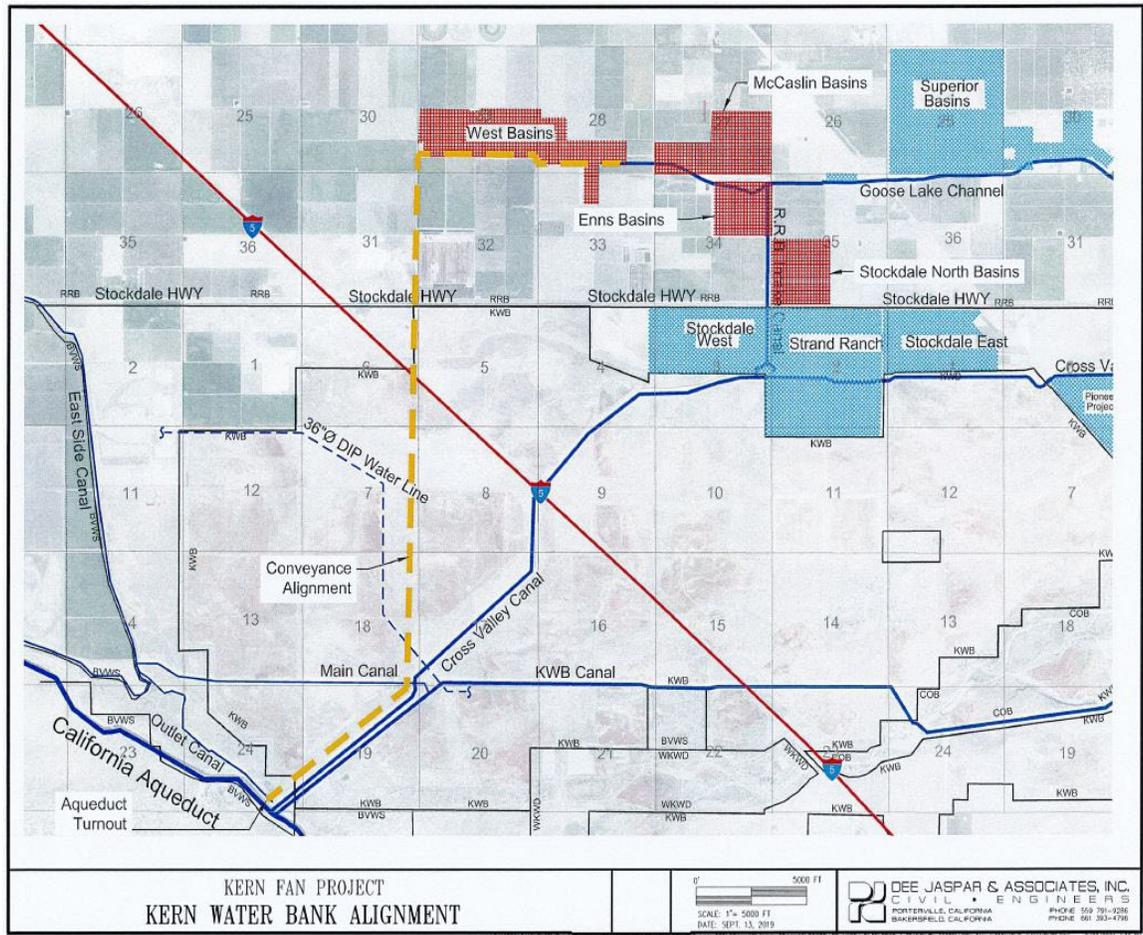


Figure 1: Conveyance Alignment

The conveyance may be a 10-ft diameter RCP pipeline, an open canal with an approximate cross-section with a 10-ft wide bottom, 12-ft depth, 1.5:1 side slopes, and a top width of 46-ft, or some combination thereof.

The above alignment crosses the following properties:

- APN 159-200-05, 24-30/24, State of California – Aqueduct
- APN 159-180-05, 24-30/24, State of California – Tule Elk Preserve
- APN 160-100-07, 19-30/25, Kern Water Bank Authority
- APN 160-100-08, 19-30/25, Kern Water Bank Authority
- APN 160-090-02, 18-30/25, Kern Water Bank Authority
- APN 160-090-01, 18-30/25, Kern Water Bank Authority
- APN 160-040-02, 7-30/25, Kern Water Bank Authority
- APN 160-030-14, 6-30/25, Kern Water Bank Authority
- APN 160-030-12, 5-30/25, Kern Water Bank Authority
- APN 160-030-03, 5-30/25, Kern Water Bank Authority
- APN 104-270-06, 32-29/25, Bos Family Trust, Dairy – PM 1342, Lot A
- APN 104-260-15, 29-29/25, Bos Family Trust, Agricultural Zoning
- APN 104-260-16, 29-29/25, Rosedale-Rio Bravo Water Storage District

APN 104-260-13, 29-29/25, Rosedale-Rio Bravo Water Storage District

The permitting associated with the above alignment will include:

- Aqueduct Turnout: DWR Right-of-Entry Permit
DWR/Owner/KCWA Construction Agreement
DWR/Owner/KCWA Operations Agreement
- Outlet Canal: Army Corp of Engineers Section 404 Permit
Regional Water Quality Control Board
Calif. Dept. of Fish & Wildlife Section 1601 Streambed Alteration
United States Fish & Wildlife Service
Buena Vista Water Storage District Joint Use of Easement
- State Parks: Tule Elk Preserve Crossing Agreement
- Interstate 5 Fwy: Caltrans Encroachment Permit
- Stockdale Hwy: Caltrans Encroachment Permit
- General: State Incidental Take Permit
Federal Incidental Take Permit (Coverage under KWBA Master Agreement)
Habitat Conservation Plan Approvals/Fees
San Joaquin Valley Air Pollution Control District

The Class 3 capital cost estimate for the conveyance alignment has been evaluated. The cost estimate includes the costs of the turnout, conveyance facilities, pump stations, recharge and recovery facilities, and all associated appurtenances.

Table 1

Conveyance Capital Cost Summary		
Item #	Project Alternative	Cost Estimate
1	Aqueduct Turnout Facility	\$7,500,000
2	Conveyance Right-of-Way & HCP Fees	\$9,900,000
3	Conveyance Facility	\$27,500,000
4	Conveyance Structures/Crossings	\$16,500,000
5	Pump Station Facilities	\$27,500,000
6	Recharge Property Purchase (+/- 300 acres)	\$7,500,000
7	Recharge Facility Earthwork & Structures	\$4,200,000
8	Recovery Wells & Pipelines	\$8,200,000
9	SCADA	\$300,000
		\$109,100,000