

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

June 17, 2026  
8:30 AM

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

Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, CA 92618  
2<sup>nd</sup> 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**      8:30 a.m.

**Oath of Office- Director Millwee**

**ROLL CALL**              Directors Pierucci, Millwee, Ferons, Reinhart

**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@rbwsd.com](mailto:mmisuraca@rbwsd.com) before 5:00 p.m. on June 16, 2026.

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

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**1. COMMUNICATIONS TO THE BOARD**

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- a) Written:
- b) Oral:

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

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**3. CONSENT ITEMS**

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- a) Consideration of Special Meeting Minutes April 27, 2026

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**4. JPA ADMINISTRATIVE AND FINANCIAL REPORT**

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- a) Consideration of Fiscal Year End June 30, 2026 Auditor Selection (EL)

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**5. KERN FAN GROUNDWATER STORAGE PROJECT**

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- a) Engineering
  - i. Alternative 5 CVC Feasibility Report (Dan)
  - ii. Alternatives 1-2 Buena Vista WSD, Consideration of Technical Services Agreement (Dan)
  - iii. Consideration of Bids- Rosedale 1 Channel Improvements (DB)
- b) Construction
  - i. West Enos/Stockdale North (Dan)
  - ii. South Enns (DB)
- c) State Agency Update (Fiona)

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**6. OTHER RELATED PROJECTS**

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- a) South Valley Project (Fiona)

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**7. GENERAL MANAGER'S REPORT**

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**8. OTHER BUSINESS**

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Pursuant to Government Code Section 54954.2, members of the Board of Directors or staff may ask questions for clarification, make brief announcements, and make brief reports on his/her own activities. The Board or a Board member

may provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting concerning any matter, or direct staff to place a matter of business on a future agenda. Such matters may be brought up under the General Manager's Report or Directors' Comments.

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**9. CLOSED SESSION**

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**10. OPEN SESSION**

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

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**11. ADJOURN**

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

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

DECLARATION OF POSTING: I, Megan Misuraca, declare under penalty of perjury, that I am employed by the Rosedale-Rio Bravo Water Storage District and I posted the foregoing Agenda at the District Office on or before June 12, 2026. 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 June 12, 2026.

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

April 27, 2026  
8:30 AM

**DIRECTORS AND ALTERNATES PRESENT**

Roy Pierucci, Director  
Daniel Ferons, Director  
Doug Reinhart, Alternate Director  
Jason Selvidge, Director

**DIRECTORS ABSENT**

Peer Swan, Director

**OTHERS PRESENT**

Doug Gosling- JPA Legal Counsel  
Dan Bartel- RRBWSD  
Megan Misuraca- RRBWSD  
Paul Cook- IRWD  
Paul Weghorst- IRWD  
Fiona Nye-IRWD  
Christopher Smithson- IRWD  
Wyatt Clarke-IRWD  
Neveen Adly – IRWD  
Eileen Lin- IRWD  
Trent Taylor- RRBWSD  
Dan Raytis – RRBWSD  
Herbert Ng – IRWD  
Norris Brandt – Public  
Joe Buckewitz - Public

**CALL TO ORDER**

President Pierucci called the meeting to order at approximately 8:30 a.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) Consideration of Regular Meeting Minutes February 2, 2026

A motion was made by Director Selvidge with a second by Director Ferons 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 Quarterly Budget to Actual Q3 2025-2026- Mr. Smithson reviewed the budget-to-actual results, cash balances, and financial projections for the quarter ending December 31, 2025, with the Board. No action was taken, and the report was received and filed.
- b) Consideration of Fiscal Year End June 30, 2027 Budget- Mr. Smithson and Mrs. Nye presented the proposed budget to the Board for review. Following the presentation, a motion was made by Director Selvidge and seconded by Director Ferons to adopt the Fiscal Year Ending June 30, 2027 budget as presented, totaling \$5.1 Million. A roll call vote was taken and the motion unanimously passed.

#### **5. KERN FAN GROUNDWATER STORAGE PROJECT**

- a) Engineering
  - i. Alternative 5 Conveyance Meetings- Mr. Bartel reported on the Alternative 5 team meetings and presentation and reviewed a letter received from the Kern Water Bank on the project. No action was taken.
  - ii. Rosedale 1 Channel Improvements- Mr. Bartel provided a briefing to the Board on the status of the Rosedale 1 Channel study and design noting the project would be out to bid within the next 2 weeks.
- b) Construction Update-
  - i. West Eno/Stockdale North- Mr. Bartel reviewed the Dee Jaspar and Associates weekly report for the Stockdale North Recharge Basin Facilities Project.
- c) State Agency Update- Mrs. Nye briefed the Board state agreements and pulse flow discussions.

#### **6. OTHER RELATED PROJECTES**

- a) South Valley Project- Ms. Nye provided the Board with an update on the South Valley Project, including recent developments related to the Small Storage Grant Application. No action was taken, and the update was received and filed.

#### **7. GENERAL MANAGER'S REPORT**

- a) Consideration of Early Funding Agreement- Ms. Nye reviewed the Early Funding Agreement with the Board. A motion was made by Director Selvidge and seconded by Director Ferons to approve and authorize staff to execute the Early Funding Agreement with the California Water Commission in the amount of \$5,570,869 subject to non-substantiative

changes approved by legal counsel. A roll call vote was taken and the motion unanimously passed.

- b) Consideration of Special Activities Agreement – Purchase and Development of Recharge Ground- Mr. Bartel reviewed the Special Activities Agreement with the Board. A motion was made by Director Reinhart with a second by Director Selvidge to approve and authorize the General Manager to execute the Special Activities Agreement- South Enns subject to non-substantiative changes. A roll call vote was taken and the motion unanimously passed.
- c) Consideration of Special Activities Agreement- Rosedale 1 Channel Improvements- Mr. Bartel reviewed the Special Activities Agreement with the Board. A motion was made by Director Selvidge with a second by Director Ferons to approve and authorize the General Manager to execute the Special Activities Agreement- Rosedale 1 Channel subject to non-substantiative changes. A roll call vote was taken and the motion unanimously passed.
- d) Consideration of Resolution 2026-02 – Approval of Acquisition of Real Property for GBJPA Purposes- Kern County Assessor Parcel Numbers 104-280-18 / 104-291-06- Mr. Bartel reviewed the property acquisition process and reported that a 30-day extension of the escrow period had been requested. Following discussion, a motion was made by Director Ferons and seconded by Director Selvidge to adopt Resolution No. 2026-02, authorizing the GBJPA to enter into agreements for the purchase of real property and authorizing the General Manager of the GBJPA to execute all necessary documents to facilitate the acquisition of Kern County Assessor Parcel Numbers 104-280-18 and 104-291-06.
- e) Consideration of Orchard Removal- Mr. Bartel reviewed the proposals received for the removal of almond trees located at Stockdale Highway and Enos Lane. Following discussion, a motion was made by Director Selvidge and seconded by Director Ferons to approve the proposal submitted by Lignum Support for the removal of almond trees on approximately 249 acres at Stockdale Highway and Enos Lane in the amount of \$659,562. A roll call vote was taken, and the motion passed unanimously.

## **8. OTHER BUSINESS**

No report.

## **9. CLOSED SESSION**

There was no closed session.

## **10. OPEN SESSION**

No reportable action.

## **11. ADJOURN**

Director Pierucci adjourned the meeting at approximately 9:42 A.M.

ATTEST:

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Authority Secretary  
Doug Gosling

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) 2024-25, Davis Farr, LLP conducted the audit for the GBJPA. Their audit proposal for this FY2025-26 is attached as "Exhibit A". The proposed fixed audit fee for FY2025-26, which includes the Single Audit of the USBR grant, is \$10,040. This represents an increase of \$280 or 3%, compared to the audit fee from the previous year. 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, 2026.

LIST OF EXHIBITS:

Exhibit "A" – Davis Farr, LLP audit proposal

**April 20, 2026**

**Groundwater Banking Joint Powers Authority  
Neveen Adly, Executive Director, Finance and Administration  
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, 2026 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, 2026, 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.<sup>2</sup> 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	\$ 6,340
Single Audit of Federal Awards*	3,700

\*The single audit fee includes one major program. If additional programs require auditing, they will be added at an additional cost of \$2,550 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

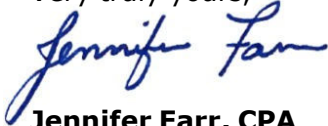
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

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

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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 \_\_\_\_\_

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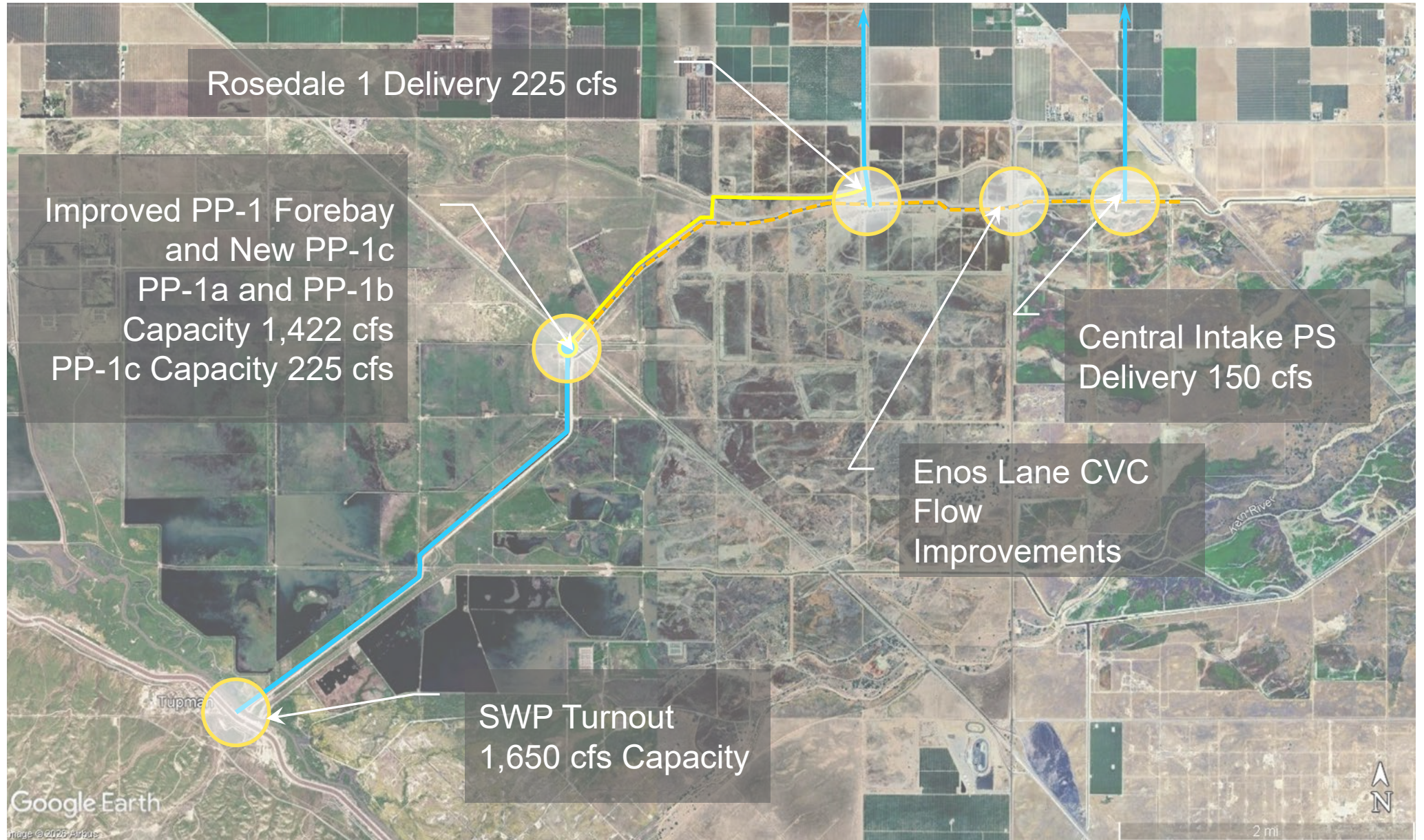
# **Kern Fan Groundwater Storage Project**

## **Alternative 5 Joint Works Project**

**June 17<sup>th</sup>, 2026**



# PROJECT OVERVIEW





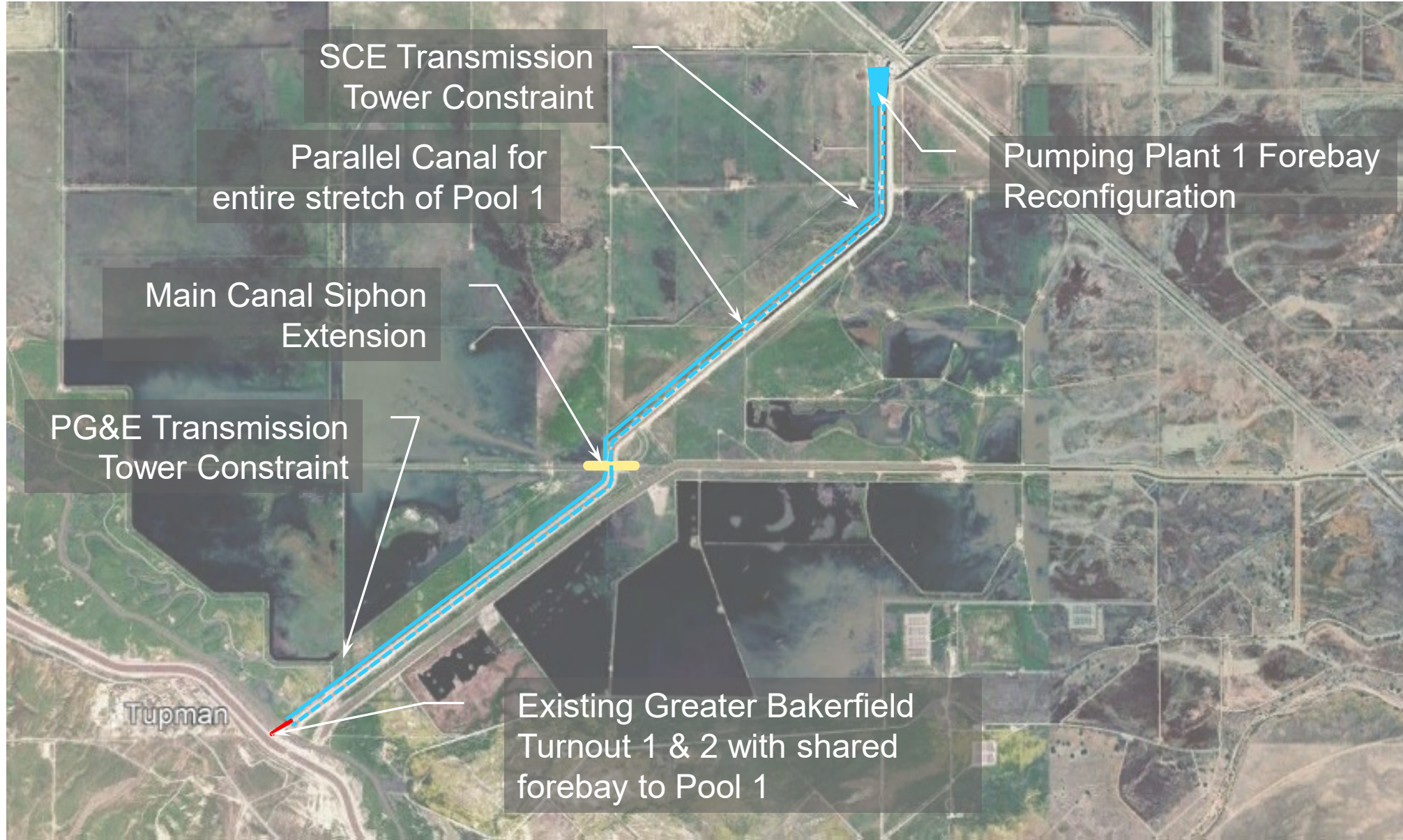
# Design Capacity Requirements

## Existing and Required CVC Capacity Requirements

CVC Pool Designation	Stated CVC Capacity (ref TM-4 Addendum 4/1/2025)	Required Kern Fan Capacity Needs	Total Design Capacity Required in the CVC
Pool 1	1,236 cfs	414 cfs	1,650 cfs
Pool 2	1,236 cfs	186 cfs	1,422 cfs
Pool 3	1,236 cfs	186 cfs	1,422 cfs
Pumping Plant 1	1422 cfs	225 cfs	--

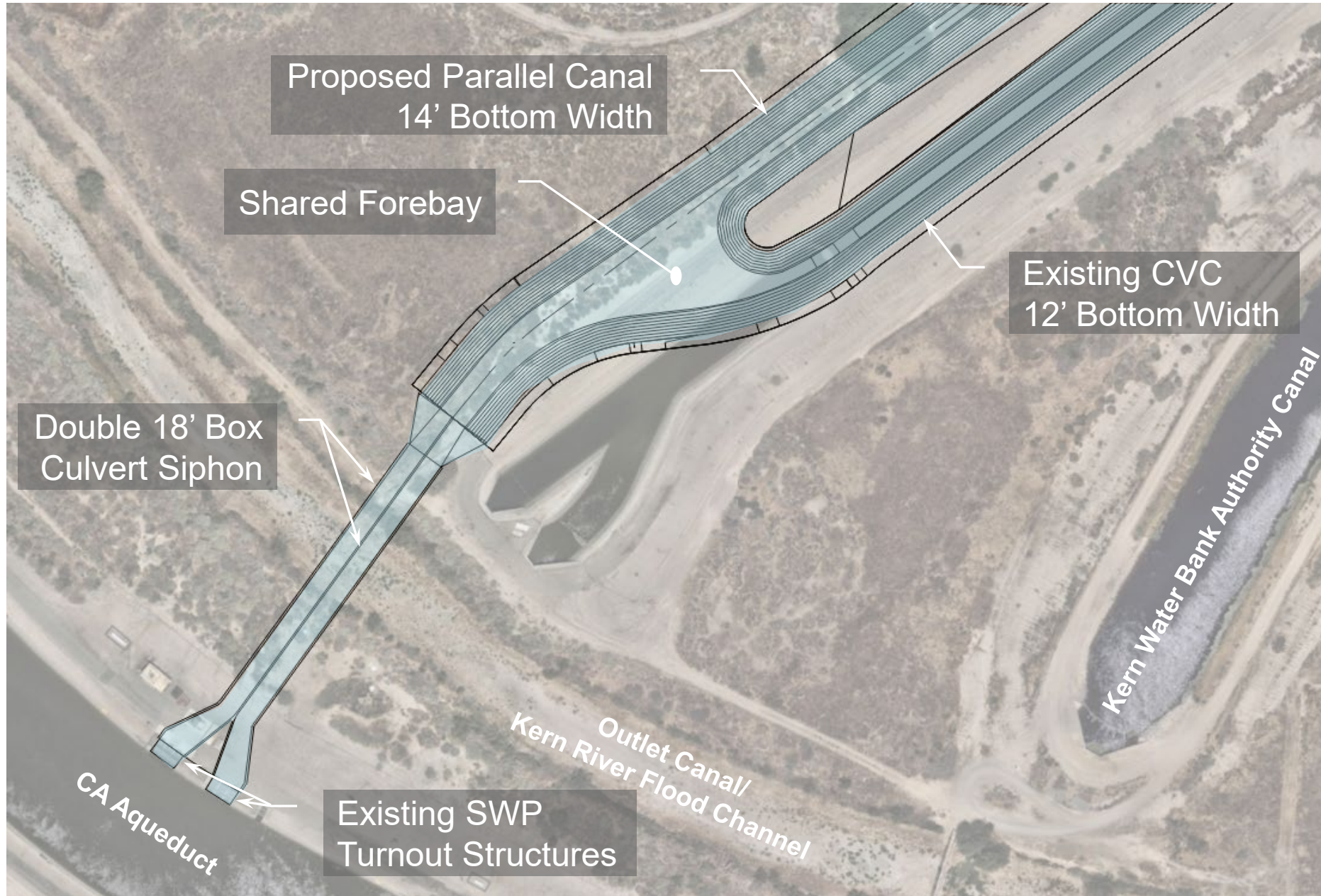


# ALTERNATIVE 5-3 CONCEPTUAL LAYOUT



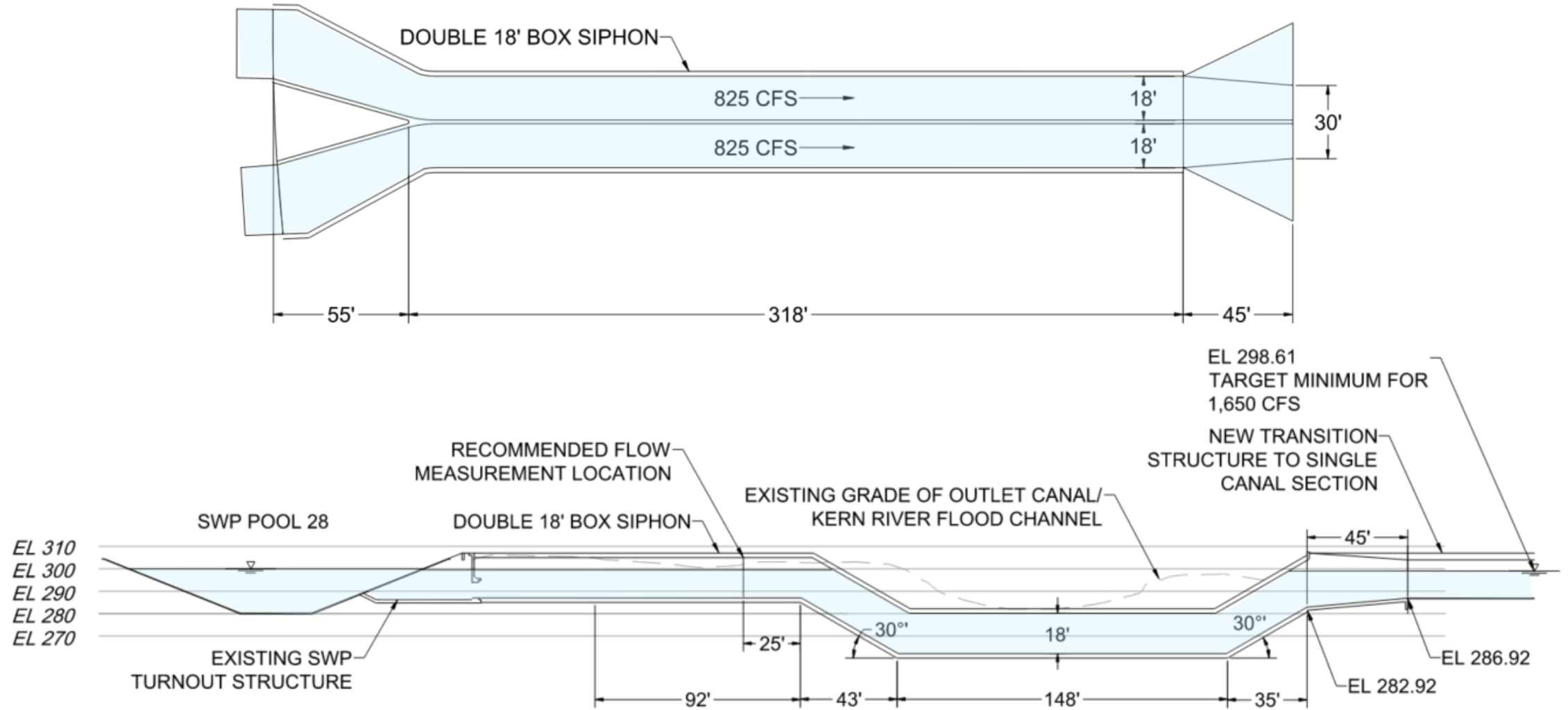


# ALTERNATIVE 5-3 SWP TURNOUT @ POOL 1





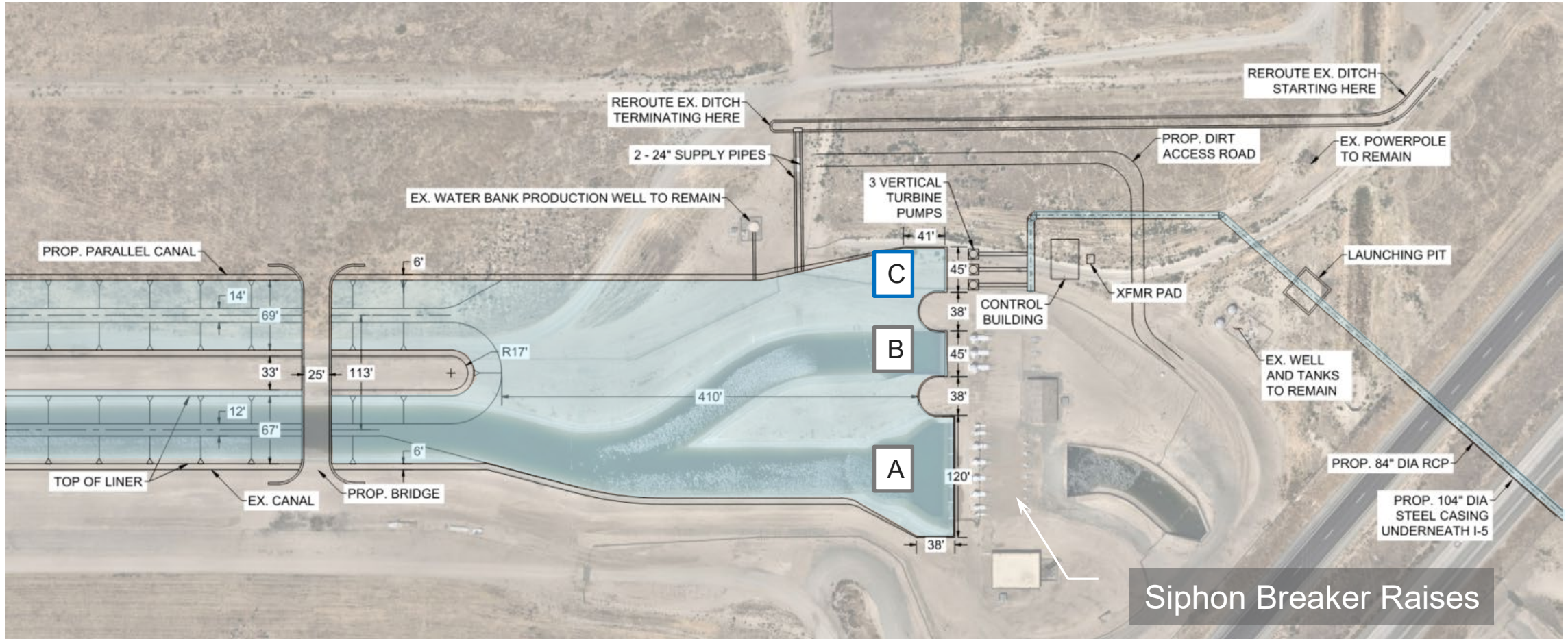
# ALTERNATIVE 5-3 SWP TURNOUT @ POOL 1



**Flow Measurement:** Mounting an acoustic doppler current profiler (ADCP) on a movable platform within each box siphon is the recommended flow measurement option.



# PUMP STATION 1 IMPROVEMENTS – PARALLEL CANAL



## Pumping Plant 1C:

Max Flow = 225 CFS | Operational Flow = 175 CFS

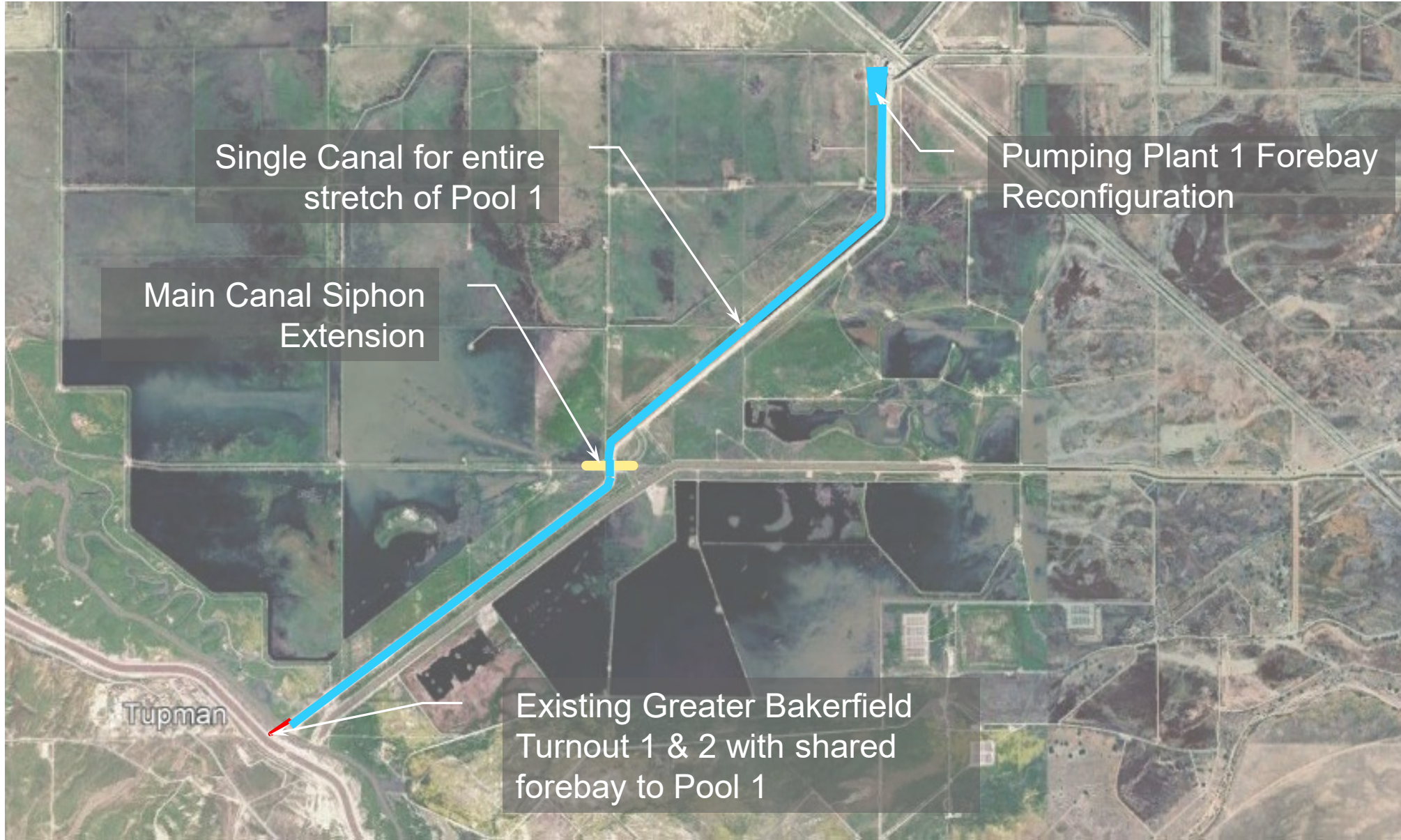
Estimated Motor Power Rating: 600 hp | 447 kW



ALTERNATIVE 5-4

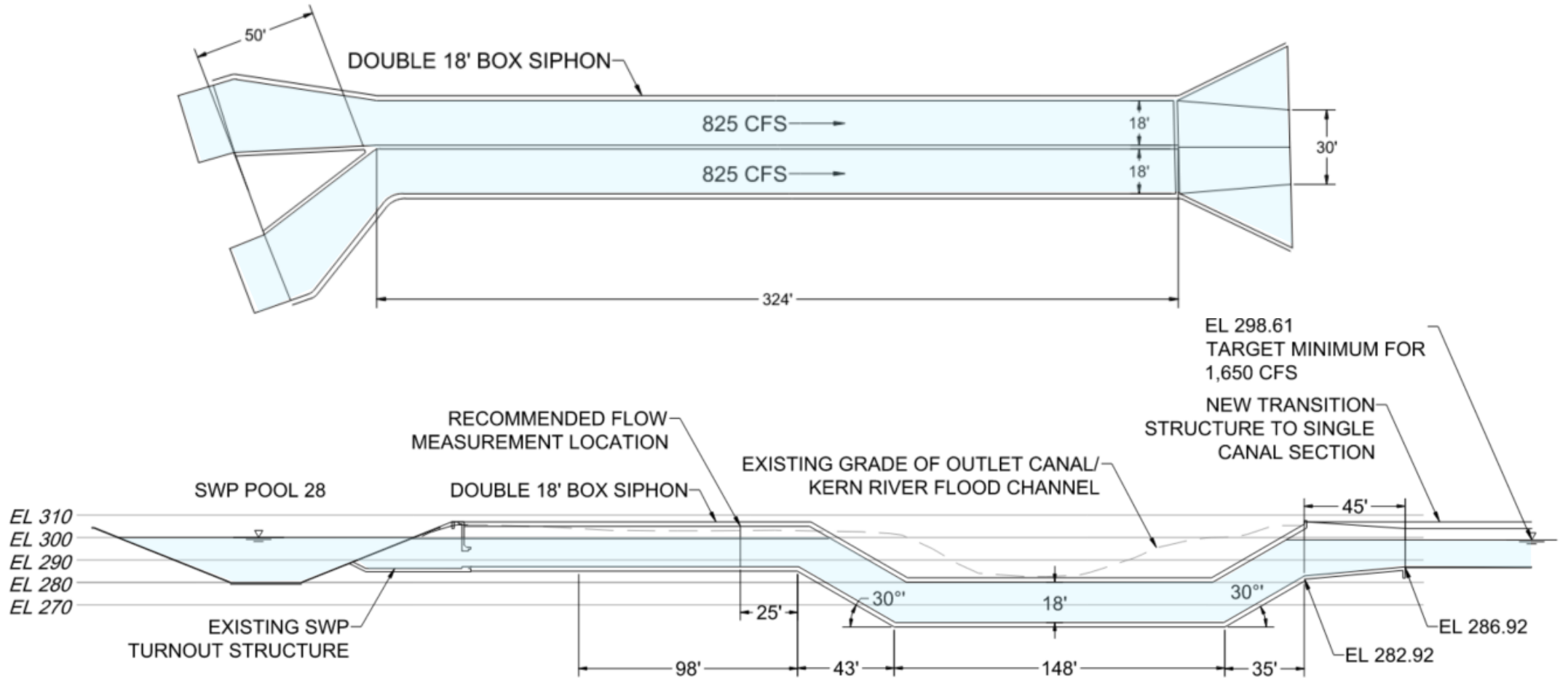


# ALTERNATIVE 5-4 CONCEPTUAL LAYOUT





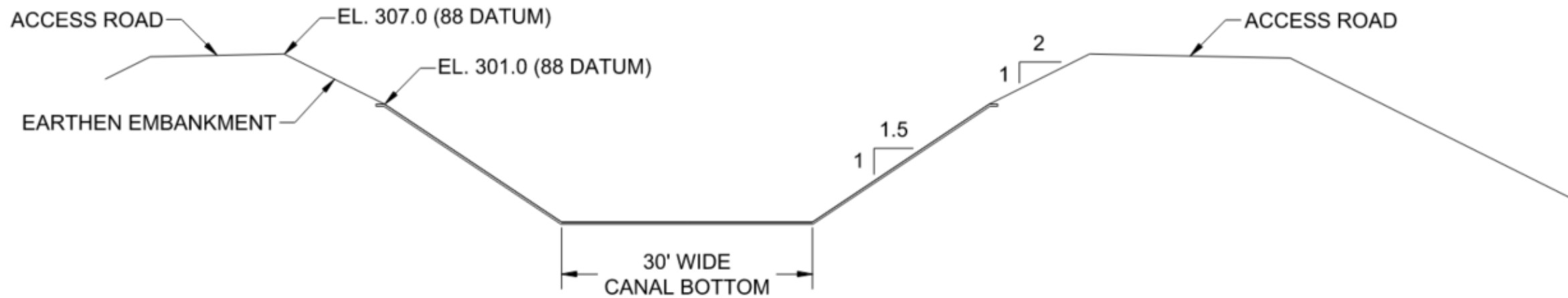
# ALTERNATIVE 5-4 SWP TURNOUT PROFILE @ POOL 1



**Flow Measurement:** Mounting an acoustic doppler current profiler (ADCP) on a movable platform within each box siphon is the recommended flow measurement option.

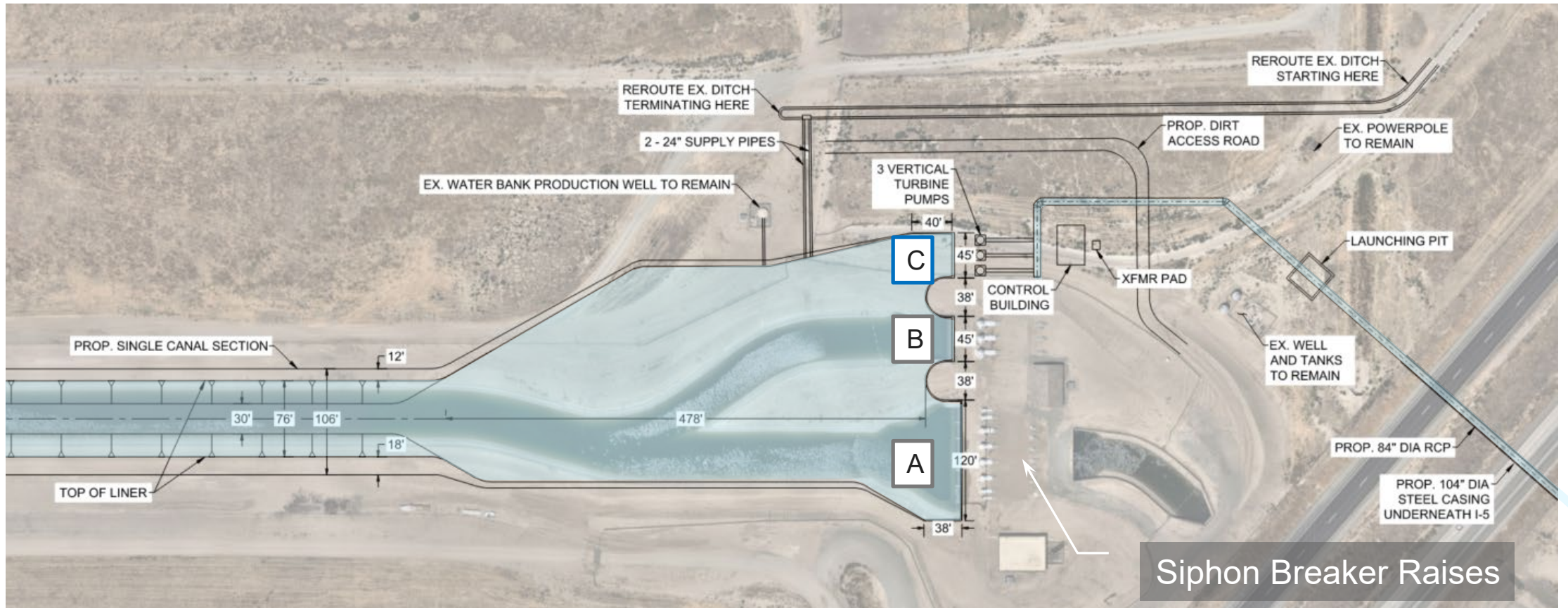


# ALTERNATIVE 5-4 CROSS SECTION





# PUMP STATION 1 IMPROVEMENTS – SINGLE CANAL



## Pumping Plant 1C:

**Max Flow = 225 CFS | Operational Flow = 175 CFS**

**Estimated Motor Power Rating: 600 hp | 447 kW**



# COMPARISON OF ALTERNATIVES



# POOL 1 ALTERNATIVE SELECTION FRAMEWORK

Comparison of Matrix Alternatives				
	Alt 5-1	Alt 5-2	Alt 5-3	Alt 5-4
Constructability	2	1	3	4
Phasing	2	1	3	1
Shutdowns	2	1	3	1
Cost	2	1	3	4
Aging Infrastructure	2	3	1	4
<b>Total</b>	<b>10</b>	<b>7</b>	<b>13</b>	<b>14</b>

Comparison of Cost				
Description	Alt 5-1	Alt 5-2	Alt 5-3	Alt 5-4
Total Material and Labor Costs	\$71,685,000	\$82,044,000	\$69,800,000	\$64,070,000
Contractor Overhead and Profit (18%)	\$12,903,300	\$14,767,920	\$12,564,000	\$11,532,600
Engineering (6%)	\$5,075,298	\$5,808,715	\$4,941,840	\$4,536,156
Construction Management and Inspection (8%)	\$6,767,064	\$7,744,954	\$6,589,120	\$6,048,208
Upper Contingency (25%)	\$24,107,666	\$27,591,397	\$23,473,740	\$21,546,741
Lower Contingency (-10%)	(\$9,643,066)	(\$11,036,559)	(\$9,389,496)	(\$8,618,696)
Bonds and Insurance (3%)	\$2,537,649	\$2,904,358	\$2,470,920	\$2,268,078
Total Project Cost (upper boundary)	\$111,233,615	\$127,307,675	\$108,308,660	\$99,417,419
Total Project Cost (lower boundary)	\$77,482,883	\$88,679,719	\$75,445,424	\$69,251,982



# POOL 1 RECOMMENDED ALTERNATIVE

## Alternative 5-4 (preferred if extended shutdowns are acceptable)

Advantages	Challenges
Lowest project cost	Longer shutdown duration
Smallest footprint	Greater operational impacts during construction
Avoids Tule Elk impacts	
Simplified canal geometry	

## Alternative 5-3 (preferred if shutdowns are constrained)

Advantages	Challenges
Reduced shutdown requirements	Larger footprint
Maintains partial canal operations (500 CFS) during construction	Encroachment into Tule Elk property
Lower construction risk	Higher project cost

### Primary Recommendation:

If the GBJPA allows for an extended shutdown of the CVC, Alternative 5-4 is the preferred option for Pool 1.

### Contingency Recommendation:

If an extended shutdown of the CVC is not feasible, Alternative 5-3 is the preferred option.



# KERN FAN PIPELINE





# POOLS 2 & 3 IMPROVEMENTS

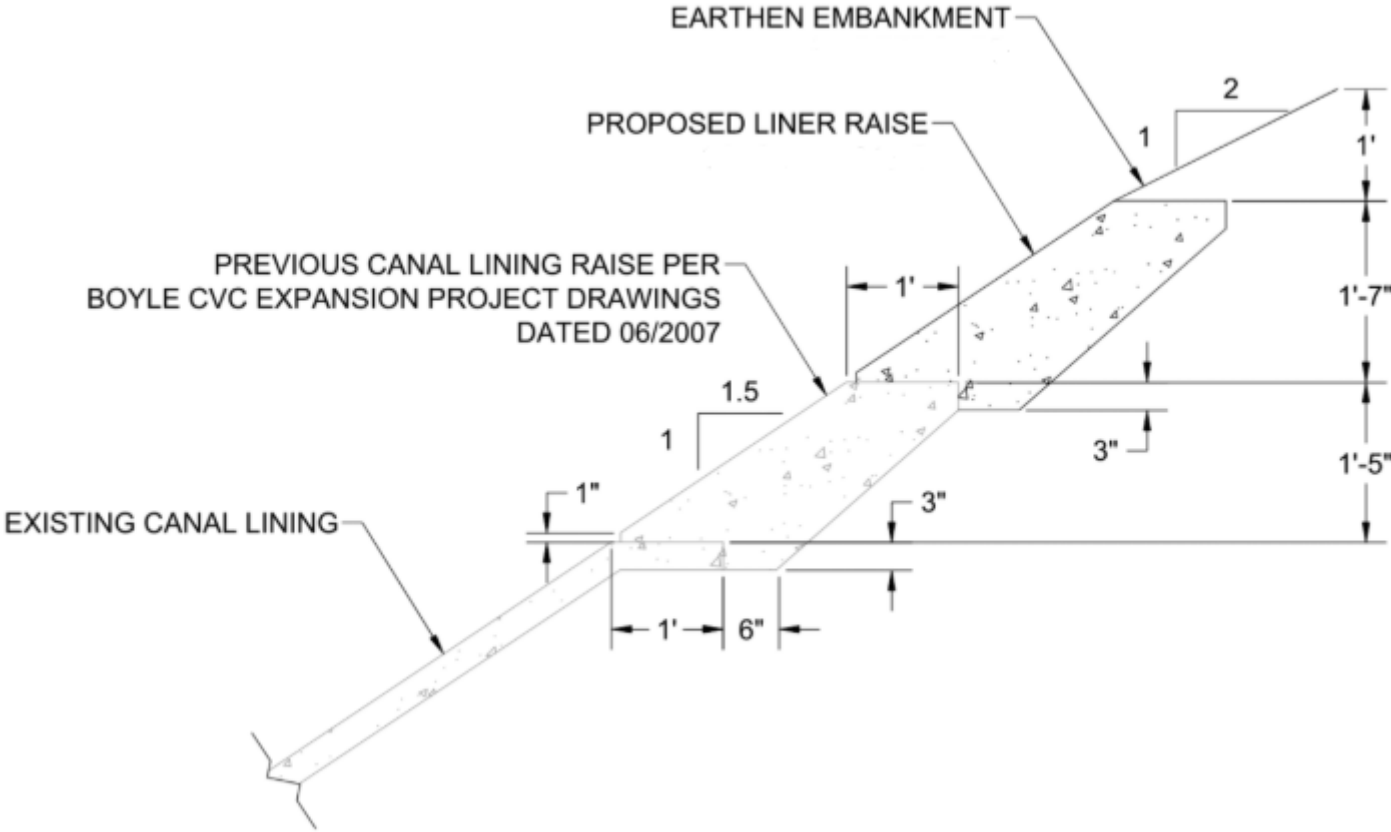


# POOLS 2 & 3 LINER RAISE - OVERALL EXHIBIT





# LINER RAISE IMPROVEMENTS





# ENOS LANE IMPROVEMENTS



CVC Pool 2 Enos Lane Siphon Improvements



# SPRR IMPROVEMENTS



CVC Pool 3 SPRR Siphon Improvements



# ENVIRONMENTAL AND PERMITTING CONSIDERATIONS



# ENVIRONMENTAL & PERMITTING CONSIDERATIONS

Environmental Factor	Alt 5-3	Alt 5-4
Tule Elk State Natural Reserve	Limited encroachment	No encroachment
California State Parks Coordination	Potential Coordination	Not anticipated
Previously Undisturbed Areas	Traverses some undisturbed areas	Largely within existing CVC corridor
Geoarchaeological Sensitivity	Elevated in portions of alignment	Reduced potential
Environmental Preference	Less favorable	<b>Environmentally Preferred</b>

## SHARED REQUIREMENTS (BOTH ALTERNATIVES)



### Biological Resources

- Species surveys and potential incidental take consultation (USFWS / CDFW).



### Cultural Resources

- Archaeological and historical resource investigations, with potential mitigation.



### Aquatic Resources

- Section 404 Permit (USACE)
- Section 401 Certification (RWQCB)
- Streambed Alteration Agreement (CDFW)



### Estimated Review Duration

6 months to >1 year depending on the extent of impacts and agency review.



## KEY TAKEAWAY

Permitting is not anticipated to preclude either alternative; however, Alternative 5-3 carries greater permitting complexity and schedule risk.



## Key Environmental Findings

- Both alternatives are environmentally feasible and will require environmental review, focused surveys, and permitting.

*Additional CEQA review may be required for both alternatives where improvements extend beyond the previously analyzed EIR project area.*



# PROJECT COSTS

DESCRIPTION	ALT 5-3	ALT 5-4
<b>TOTAL MATERIAL AND LABOR COSTS</b>	<b>\$69,800,000</b>	<b>\$64,070,000</b>
CONTRACTOR OVERHEAD AND PROFIT (18%)	\$12,564,000	\$11,532,600
ENGINEERING (6%)	\$4,941,840	\$4,536,156
CONSTRUCTION MANAGEMENT AND INSPECTION (8%)	\$6,589,120	\$6,048,208
UPPER CONTIGENCY (25%)	\$23,473,740	\$21,546,741
LOWER CONTIGENCY (-10%)	(\$9,389,496)	(\$8,618,696)
BONDS AND INSURANCE (3%)	\$2,470,920	\$2,268,078
<b>TOTAL PROJECT COST (UPPER BOUNDARY)</b>	<b>\$108,308,660</b>	<b>\$99,417,419</b>
<b>TOTAL PROJECT COST (LOWER BOUNDARY)</b>	<b>\$75,445,424</b>	<b>\$69,251,982</b>





**DEE JASPAR & ASSOCIATES, INC.**

**CONSULTING CIVIL ENGINEERS**

2730 UNICORN ROAD, BLDG A

BAKERSFIELD, CA 93308

PHONE (661) 393-4796

FAX (661) 393-4799

June 4, 2026

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

Re: **Kern Fan Phase 1 – Rosedale 1 Channel Improvements Project**  
**Project No. 2026-01**  
***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 June 3<sup>rd</sup>, 2026 at 2:00 pm. The bid results are shown in Exhibit A attached hereto.

Three bids were received. Sierra Construction & Excavation, Inc. (SCEI) was the apparent low bidder in the amount of three million five hundred fifty-four thousand eight hundred ten dollars and 00/100's - \$3,554,810.00. SCEI submitted the appropriate bid documents including:

- Proposal Bidding Schedule
- Bidder's Proposal
- Information Required of Bidder Form
- Preliminary Construction Schedule
- Bidder's Non-Collusion Affidavit
- Bid Security

The bid proposal submitted by Sierra Construction & Excavation, Inc. has been reviewed and it appears that they have submitted all the necessary bid information. A copy of their bid is attached in Exhibit B attached hereto. They are a Class "A" General Engineering Contractor located in Bakersfield, California. Their contractor's license is active and in good standing.

They listed one subcontractor for this project:

- Pacific Boring – Bore & Jack Cased Crossing at Stockdale Highway

The Engineer's Estimate for the bid was \$3,050,600.00. The apparent low bidder is approximately 16.5% above the Engineer's Estimate, however their bid is in-line with the other bids and appears correct. DJA discussed the bid with SCEI and they reviewed the items where they were below the other bidders and they communicated that they are comfortable moving forward with their bid.

It is recommended that the project be awarded to Sierra Construction & Excavation, Inc. in the amount of \$3,554,810.00 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**



**Groundwater Banking Joint Powers Authority**

**KERN FAN PHASE 1 - ROSEDALE 1 CHANNEL IMPROVEMENTS PROJECT**

*Bid Summary*

				<i>Engineer's Estimate</i>		<i>Bidder 1</i>		<i>Bidder 2</i>		<i>Bidder 3</i>	
						<i>Sierra Excavation &amp; Construction, Inc.</i>		<i>Unified Field Services Corporation</i>		<i>Nicholas Construction, Inc.</i>	
<i>Item No.</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Extended Cost</i>	<i>Unit Cost</i>	<i>Extended Cost</i>	<i>Unit Cost</i>	<i>Extended Cost</i>	<i>Unit Cost</i>	<i>Extended Cost</i>
1	Mobilization	1	LS	\$ 287,376.94	\$ 287,400.00	\$ 145,920.00	\$ 145,920.00	\$ 36,450.00	\$ 36,450.00	\$ 250,000.00	\$ 250,000.00
2	Demobilization	1	LS	\$ 28,144.17	\$ 28,100.00	\$ 6,630.00	\$ 6,630.00	\$ 24,692.00	\$ 24,692.00	\$ 50,000.00	\$ 50,000.00
3	Develop and Provide Water Supply	1	LS	\$ 21,410.66	\$ 21,400.00	\$ 26,900.00	\$ 26,900.00	\$ 53,492.00	\$ 53,492.00	\$ 20,000.00	\$ 20,000.00
4	Environmental Compliance and Permitting	1	LS	\$ 26,528.12	\$ 26,500.00	\$ 3,460.00	\$ 3,460.00	\$ 39,384.00	\$ 39,384.00	\$ 50,000.00	\$ 50,000.00
5	Prepare, Maintain, and Restore Access Routes	1	LS	\$ 32,451.31	\$ 32,500.00	\$ 20,850.00	\$ 20,850.00	\$ 32,295.00	\$ 32,295.00	\$ 30,000.00	\$ 30,000.00
6	Finish Grading of Project - Roads, Channel Banks & Side Slopes, Around Structures, Ramps, etc.	1	LS	\$ 17,547.88	\$ 17,500.00	\$ 60,880.00	\$ 60,880.00	\$ 25,090.00	\$ 25,090.00	\$ 130,000.00	\$ 130,000.00
<b>Sub-1: General Subtotal (Line Items 1-5):</b>				<b>\$</b>	<b>413,400.00</b>	<b>\$</b>	<b>264,640.00</b>	<b>\$</b>	<b>211,403.00</b>	<b>\$</b>	<b>530,000.00</b>
7	Demolish, Remove, and Stockpile Existing Non-Reinforced Concrete Lining	53,430	SF	\$ 1.76	\$ 93,900.00	\$ 3.00	\$ 160,290.00	\$ 2.60	\$ 138,918.00	\$ 2.20	\$ 117,546.00
8	Demolish, Remove, and Dispose of Existing Reinforced Concrete Inlet at Stockdale Highway	1	LS	\$ -	\$ -	\$ 19,360.00	\$ 19,360.00	\$ 26,613.00	\$ 26,613.00	\$ 30,000.00	\$ 30,000.00
9	Demolish, Remove, and Dispose of Existing Reinforced Concrete Outlet at Stockdale Highway	1	LS	\$ -	\$ -	\$ 19,360.00	\$ 19,360.00	\$ 27,160.00	\$ 27,160.00	\$ 30,000.00	\$ 30,000.00
10	Demolish, Remove, and Dispose of Existing Ag Well Discharge	1	LS	\$ -	\$ -	\$ 3,310.00	\$ 3,310.00	\$ 13,373.00	\$ 13,373.00	\$ 11,000.00	\$ 11,000.00
<b>Sub-2: Demolition Subtotal (Line Items 7-10):</b>				<b>\$</b>	<b>93,900.00</b>	<b>\$</b>	<b>202,320.00</b>	<b>\$</b>	<b>206,064.00</b>	<b>\$</b>	<b>188,546.00</b>
11	Furnish and Install 70' Stockdale Highway Crossing - (72" Diameter Steel Casing)	1	LS	\$ 491,540.40	\$ 491,500.00	\$ 331,270.00	\$ 331,270.00	\$ 395,720.00	\$ 395,720.00	\$ 335,000.00	\$ 335,000.00
12	Furnish and Install 63" Solid Wall HDPE DR 32.5 Pipe	112	LF	\$ 616.15	\$ 99,000.00	\$ 1,070.00	\$ 119,840.00	\$ 1,082.00	\$ 121,184.00	\$ 600.00	\$ 67,200.00
13	Furnish and Install 63" DR 32.5 Solid Wall HDPE 16.4-Deg Elbow	1	EA	\$ -	\$ -	\$ 6,360.00	\$ 6,360.00	\$ 22,493.00	\$ 22,493.00	\$ 20,000.00	\$ 20,000.00
14	Furnish and Install 63" DR 32.5 Solid Wall HDPE 14.4-Deg Elbow	1	EA	\$ -	\$ -	\$ 6,360.00	\$ 6,360.00	\$ 22,493.00	\$ 22,493.00	\$ 20,000.00	\$ 20,000.00
15	Construct Reinforced Concrete Inlet Structure	1	EA	\$ 66,794.34	\$ 66,800.00	\$ 243,240.00	\$ 243,240.00	\$ 170,685.00	\$ 170,685.00	\$ 200,000.00	\$ 200,000.00
16	Construct Reinforced Concrete Outlet Structure	1	EA	\$ 66,794.34	\$ 66,800.00	\$ 182,530.00	\$ 182,530.00	\$ 263,704.00	\$ 263,704.00	\$ 280,000.00	\$ 280,000.00
<b>Sub-3: Stockdale Highway Crossing Subtotal (Line Items 11-16):</b>				<b>\$</b>	<b>724,100.00</b>	<b>\$</b>	<b>889,600.00</b>	<b>\$</b>	<b>996,279.00</b>	<b>\$</b>	<b>922,200.00</b>
17	Remove, Salvage, and Stockpile Portion of Existing 72" RCP at Pioneer Canal Crossing	123	LF	\$ -	\$ 108,200.00	\$ 240.00	\$ 29,520.00	\$ 830.00	\$ 102,090.00	\$ 280.00	\$ 34,440.00
18	Furnish and Install 72" C-Wall RCP	122	LF	\$ 529.74	\$ 65,200.00	\$ 1,470.00	\$ 179,340.00	\$ 1,159.00	\$ 141,398.00	\$ 1,500.00	\$ 183,000.00
19	Furnish and Install 72" C-Wall RCP 5.9-Deg Elbow	1	EA	\$ -	\$ -	\$ 32,520.00	\$ 32,520.00	\$ 35,641.00	\$ 35,641.00	\$ 30,000.00	\$ 30,000.00
20	Furnish and Install 72" C-Wall RCP 7.3-Deg Elbow	1	EA	\$ -	\$ -	\$ 31,480.00	\$ 31,480.00	\$ 35,641.00	\$ 35,641.00	\$ 30,000.00	\$ 30,000.00
21	Construct Reinforced Concrete Field Collars	2	EA	\$ 20,800.00	\$ 41,600.00	\$ 11,420.00	\$ 22,840.00	\$ 14,477.00	\$ 28,954.00	\$ 21,000.00	\$ 42,000.00
<b>Sub-4: Pioneer Canal Crossing Subtotal (Line Items 17-21):</b>				<b>\$</b>	<b>215,000.00</b>	<b>\$</b>	<b>295,700.00</b>	<b>\$</b>	<b>343,724.00</b>	<b>\$</b>	<b>319,440.00</b>
22	Over-Excavate and Re-Compact Subgrade	108,500	SF	\$ -	\$ -	\$ 4.00	\$ 434,000.00	\$ 2.05	\$ 222,425.00	\$ 1.15	\$ 124,775.00
23	Construct/Modify New Channel Section as "In-Place Fill"	6,930	CY	\$ 19.93	\$ 138,100.00	\$ 13.00	\$ 90,090.00	\$ 78.30	\$ 542,619.00	\$ 27.80	\$ 192,654.00
24	Non-Reinforced Concrete Channel Lining	81,100	SF	\$ 11.54	\$ 936,200.00	\$ 11.00	\$ 892,100.00	\$ 16.00	\$ 1,297,600.00	\$ 20.00	\$ 1,622,000.00
25	Reinforced Concrete Channel Lining	16,500	SF	\$ 28.89	\$ 476,700.00	\$ 17.00	\$ 280,500.00	\$ 22.40	\$ 369,600.00	\$ 20.00	\$ 330,000.00
26	Modify and Connect to Existing Over-Pour Structure	1	LS	\$ -	\$ -	\$ 73,030.00	\$ 73,030.00	\$ 117,532.00	\$ 117,532.00	\$ 175,000.00	\$ 175,000.00
27	Modify and Connect to Existing CVC Return Diversion Box	1	LS	\$ 53,158.46	\$ 53,200.00	\$ 49,670.00	\$ 49,670.00	\$ 27,720.00	\$ 27,720.00	\$ 90,000.00	\$ 90,000.00
28	Furnish and Install Stainless Steel Safety Ladder	7	EA	\$ -	\$ -	\$ 3,440.00	\$ 24,080.00	\$ 1,311.00	\$ 9,177.00	\$ 3,700.00	\$ 25,900.00
29	Furnish and Install Safety Float Line	1	EA	\$ -	\$ -	\$ 9,540.00	\$ 9,540.00	\$ 7,932.00	\$ 7,932.00	\$ 11,000.00	\$ 11,000.00
30	Furnish and Install 16' Wide (Double 8') Swing Gates	2	EA	\$ -	\$ -	\$ 24,770.00	\$ 49,540.00	\$ 7,083.00	\$ 14,166.00	\$ 21,500.00	\$ 43,000.00
<b>Sub-5: Rosedale 1 Improvements Subtotal (Line Items 22-30):</b>				<b>\$</b>	<b>1,604,200.00</b>	<b>\$</b>	<b>1,902,550.00</b>	<b>\$</b>	<b>2,608,771.00</b>	<b>\$</b>	<b>2,614,329.00</b>
<b>Total Amount for Base Bid (Line Items 1-30)</b>				<b>\$</b>	<b>3,050,600.00</b>	<b>\$</b>	<b>3,554,810.00</b>	<b>\$</b>	<b>4,366,241.00</b>	<b>\$</b>	<b>4,574,515.00</b>
						<i>Subcontractor List</i>					
						Bore & Jack:	Pacific Boring	Bore & Jack:	Pacific Boring	Bore & Jack:	Pacific Boring
								Fencing:	Union Fence	Fencing:	Yukon Fence
								Rebar:	Pacific Steel Group, LLC.	Rebar:	Pacific Steel Group, LLC.
								Sawcutting:	Austin Enterprise	Earthwork:	Pay Dirt Construction
						Schedule Start Date:	July 7, 2026	Schedule Start Date:	July 1, 2026	Schedule Start Date:	July 1, 2026
						Schedule Finish Date:	November 28, 2026	Schedule Finish Date:	November 26, 2026	Schedule Finish Date:	November 26, 2026
						<u>Submitted</u>	<u>Missing</u>	<u>Submitted</u>	<u>Missing</u>	<u>Submitted</u>	<u>Missing</u>
Proposal Bidding Schedule						✓		✓		✓	
Bidder's Proposal						✓		✓		✓	
Information Required of Bidder Form						✓		✓		✓	
Preliminary Construction Schedule						✓		✓		✓	
Bidder's Non-Collusion Affidavit						✓		✓		✓	
Bid Security						✓		✓		✓	

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**EXHIBIT B**  
**BID DOCUMENTS**

**PROPOSAL**

**GROUNDWATER BANKING JOINT POWERS AUTHORITY  
Kern County, California**

**ROSEDALE 1 CHANNEL IMPROVEMENTS PROJECT**

**Proposals received until 2:00 p.m., Wednesday, June 3rd 2026.**

**To the Board of Directors,  
Groundwater Banking Joint Powers Authority (“District”)  
849 Allen Rd, Bakersfield, CA 93314  
Bakersfield, CA 93314**

The undersigned hereby declares that the only persons or parties interested in this Proposal as principals are those named herein; that no director or officer of the District is in any manner interested, directly or indirectly, in this Proposal or in the profits to be derived from the contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Notice Inviting Bids and the Instructions to Bidders hereto attached, and agrees to all the provisions thereof; that the undersigned has examined the site of the Work, the form of the Agreement approved by the District, and the Plans and Specifications therein referred to, and proposes and agrees that if this bid as submitted in the attached Bidding Schedules be accepted, he will contract in the form so approved to perform all the Work mentioned and as provided in said approved form of the Agreement and the Plans and Specifications and to complete the same within the time stipulated therein; and that he will accept in full payment therefor the prices named in said Bidding Schedules. Said prices are to include and cover the furnishing of all materials except as otherwise provided in the Specifications, the performing of all labor requisite or proper, and the providing of all necessary machinery, tools, apparatus, and other means of construction, and the performance and completion of all the Work in the manner set forth, described, and shown in the Plans and Specifications for the work and in the form of the Agreement. The undersigned has checked carefully all words and figures inserted in said Bidding Schedules and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this Proposal.

The undersigned hereby agrees to execute the Agreement and furnish the required bonds and insurance within ten (10) days from the date of mailing of notice of acceptance of this Proposal, or within such additional time as may be allowed by the Engineer. A certified or cashier's check or a bidder's bond made payable to the Groundwater Banking Joint Powers Authority in the amount of \$ 10% Bond, said amount to be not less than ten percent (10%) of the amount of the bid items identified in the Proposal Bond form included in the Contract Documents, is attached hereto as a guarantee that the undersigned will so perform. It is understood and agreed

by the undersigned that if he does not so perform, the District shall be entitled to retain the moneys represented by said check or bond.

The bidder further declares that the surety or sureties named in the spaces provided below have agreed to furnish bonds in the form and aggregate amounts set forth in Paragraph B-9 of the Instructions to Bidders, in the event Contract is awarded on the basis of this Proposal.

The bidder further declares under penalty of perjury, in accordance with Business and Professions Code Section 7028.15(e), that the statements contained herein are true and correct.

Dated 06/03, 2026

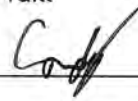
Sierra Construction & Excavation Inc

Bidder

Bidder's post office address:

By: Cody Pruitt

PO Box 21297, Bakersfield, CA 93390



Treasurer

Title

(CORPORATE SEAL)

Names and addresses of all members of the firm or names and titles of all officers:

Gary Pruitt: President

Kelly Pruitt: Secretary

Cody Pruitt: treasurer

Corporation organized under the laws of the State of:

California

Contractor's License No.

770738

Expiration Date

June 30, 2026

Surety or Sureties

the Ohio Casualty Insurance Company

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PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS

That we, Sierra Construction & Excavation Inc. as Principal(s) (hereinafter called the Principal), and the The Ohio Casualty Insurance Company as Surety (hereinafter called the Surety), are held and firmly bound unto GROUNDWATER BANKING JOINT POWERS AUTHORITY (hereinafter called the Oblige) in the penal sum of ten percent (10%) of the amount of accompanying bid (\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting herewith a bid, or proposal for the Groundwater Banking Joint Powers Authority ROSEDALE 1 CHANNEL IMPROVEMENTS PROJECT.

NOW, THEREFORE, if the bid or proposal is not withdrawn within sixty (60) days after the date set for the opening of bids, and notwithstanding the award of the Contract to another bidder, if the bid or proposal of said Principal shall be accepted, and the Contract for such work be awarded to the Principal thereupon by the said Oblige, and said Principal shall within the period specified in the Contract Documents enter into a written Contract and obtain insurance and faithful performance and labor and material bonds of the type and character and in the amount as may be specified, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

In witness whereof, we hereunto set our hands and seals this 2nd day of June, 2026.



Sierra Construction & Excavation, Inc. (SEAL)  
(Principal)

By [Signature]  
Cody Pruitt Treasurer

The Ohio Casualty Insurance Company (SEAL)  
(Surety)

By [Signature]  
Kristin Clabaugh Attorney-in-Fact



NOTE: This bond must be acknowledged before a Notary Public, and a legally sufficient power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

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POWER OF ATTORNEY

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

Certificate No: 8215842 - 979863

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Cowan, Heidi Dickson, Julie Sanders, Kristin Clabaugh, Lori McQuilliams

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of March, 2026.



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

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of June, 2026.



By: Renee C. Llewellyn, Assistant Secretary

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of KERN

On 6/2/2024 before me, Amy Lynn Cowan, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kristin Clabaugh  
Name(s) of Signer(s)

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 the 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.

Amy Lynn Cowan  
Signature of Notary

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

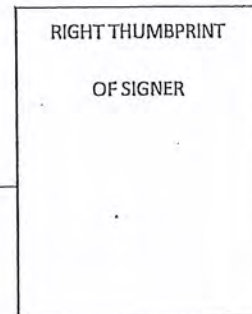
### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Corporate Officer – Titles(s) \_\_\_\_\_  
 Partner(s)  Limited  General  
 Individual Attorney in Fact  
 Trustee(s)  Guardian/Conservator  
 Other: Authorized signer

Signer is Representing: \_\_\_\_\_

Name of Person(s) or Entity(ies) \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

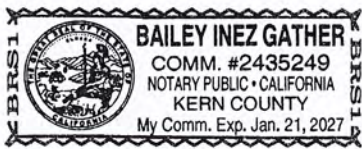
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of KERN

On 11/2/20 before me, Bailey Inez Gather, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cody Pruitt  
Name(s) of Signer(s)

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.



Place Notary Seal Above

I certify under the 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.

Bailey Inez Gather  
Signature of Notary

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Bid Bond  
Document Date: 11/2/20 Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

X Corporate Officer – Titles(s) \_\_\_\_\_

Partner(s)  Limited  General

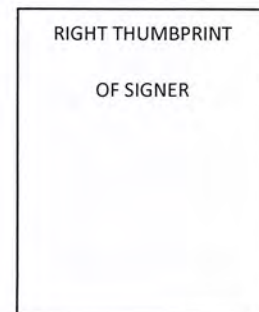
Individual  Attorney in Fact

Trustee(s)  Guardian/Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Name of Person(s) or Entity(ies) \_\_\_\_\_



**PROPOSAL BIDDING SCHEDULE****ROSEDALE 1 CHANNEL IMPROVEMENTS PROJECT**

All Items Furnished and Installed

The following Bid Schedule lists the items necessary to complete the Work. Bidder shall complete the schedule including the unit and total price of each item, including applicable sales and other taxes. If the total cost of any item or the total Base Bid is inconsistent with the unit cost, the unit cost shall prevail. Payment of each item will be based on the plans and those with an asterisk (\*) included in the item number are to be considered as "final pay quantity for each item", unless the dimensions of the portion of the work shown on the plans are revised by the Engineer, or unless the portion of the work is eliminated. On all other items with no asterisk (\*) included in the item number, payment will be based upon the final quantity installed or completed. If the dimensions of the specific portion of the work are revised, and the revisions result in an increase or decrease in the estimated quantity of the portion of the work, the final quantity for payment will be revised in the amount represented by the changes in the dimensions. If the specific portion of the work is eliminated, the final pay quantity designated for the specific portion of the work will be eliminated. All costs for completing the Work described in the Contract documents and on the plans shall be included in the bid items listed below. Bids will be compared on the basis of the grand total of bid items 1 through 30. Contractor shall include all costs to accomplish the project including (but not limited to): mobilization/demobilization, develop water supply, materials, equipment, labor, overhead, profit, taxes, delivery charges, permits etc.

**BASE BID****ROSEDALE 1 CHANNEL IMPROVEMENTS PROJECT - GENERAL**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1*	Mobilization	1	LS	\$ <u>145,920.00</u>	\$ <u>145,920.00</u>
2*	Demobilization	1	LS	\$ <u>6,630.00</u>	\$ <u>6,630.00</u>
3*	Develop and Provide Water Supply	1	LS	\$ <u>26,900.00</u>	\$ <u>26,900.00</u>
4*	Environmental Compliance and Permitting	1	LS	\$ <u>3,460.00</u>	\$ <u>3,460.00</u>
5*	Prepare, Maintain and Restore Access Routes	1	LS	\$ <u>20,850.00</u>	\$ <u>20,850.00</u>
6*	Finish Grading of Project – Roads, Channel Banks & Side Slopes, Around Structures, Ramps, etc.	1	LS	\$ <u>6,880.00</u>	\$ <u>6,880.00</u>
<b>Sub-1</b>				<b>General Subtotal (Line Items 1-6):</b>	\$ <u>264,640.00</u>

**ROSEDALE 1 CHANNEL IMPROVEMENTS  
DEMOLITION OF EXISTING FACILITIES**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
7*	Demolish, Remove, and Stockpile Existing Non-Reinforced Concrete Lining	53,430	SF	\$ <u>3.00</u>	\$ <u>160,290.00</u>
8*	Demolish, Remove, and Dispose of Existing Reinforced Concrete Inlet at Stockdale Highway	1	LS	\$ <u>19,360.00</u>	\$ <u>19,360.00</u>
9*	Demolish, Remove, and Dispose of Existing Reinforced Concrete Outlet at Stockdale Highway	1	LS	\$ <u>19,360.00</u>	\$ <u>19,360.00</u>
10	Demolish, Remove, and Dispose of Existing Ag Well Discharge	1	LS	\$ <u>3,310.00</u>	\$ <u>3,310.00</u>
<b>Sub-2</b>				<b>Demolition Subtotal (Line Items 7-10):</b>	\$ <u>202,320.00</u>

**ROSEDALE 1 CHANNEL IMPROVEMENTS  
STOCKDALE HIGHWAY CROSSING**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
11*	Furnish and Install 70' Stockdale Highway Crossing – (72" Diameter Steel Casing)	1	LS	\$ <u>331,270.00</u>	\$ <u>331,270.00</u>
12*	Furnish and Install 63" Solid Wall HDPE DR 32.5 Pipe	112	LF	\$ <u>1,070.00</u>	\$ <u>119,840.00</u>
13*	Furnish and Install 63" DR 32.5 Solid Wall HDPE 16.4° Elbow	1	EA	\$ <u>6,360.00</u>	\$ <u>6,360.00</u>
14*	Furnish and Install 63" DR 32.5 Solid Wall HDPE 14.4° Elbow	1	EA	\$ <u>6,360.00</u>	\$ <u>6,360.00</u>
15*	Construct Reinforced Concrete Inlet Structure	1	LS	\$ <u>243,240.00</u>	\$ <u>243,240.00</u>
16*	Construct Reinforced Concrete Outlet Structure	1	LS	\$ <u>182,530.00</u>	\$ <u>182,530.00</u>
<b>Sub-3</b>				<b>Stockdale Highway Crossing Subtotal (Line Items 11-16):</b>	\$ <u>889,600.00</u>

**ROSEDALE 1 CHANNEL IMPROVEMENTS  
PIONEER CANAL CROSSING**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
17	Remove, Salvage, and Stockpile Portion of Existing 72" RCP at Pioneer Canal Crossing	123	LF	\$ <u>240.00</u>	\$ <u>29,520.00</u>
18	Furnish and Install 72" C-Wall RCP	122	LF	\$ <u>1,470.00</u>	\$ <u>179,340.00</u>
19	Furnish and Install 72" C-Wall RCP 5.9° Elbow	1	EA	\$ <u>32,520.00</u>	\$ <u>32,520.00</u>
20	Furnish and Install 72" C-Wall RCP 7.3° Elbow	1	EA	\$ <u>31,480.00</u>	\$ <u>31,480.00</u>
21	Construct Reinforced Concrete Field Collars	2	EA	\$ <u>11,420.00</u>	\$ <u>22,840.00</u>
<b>Sub-4</b>	<b>Pioneer Canal Crossing Subtotal (Line Items 17-21):</b>				<b>\$ <u>295,700.00</u></b>

**ROSEDALE 1 CHANNEL IMPROVEMENTS  
CONSTRUCTING THE ROSEDALE 1 CHANNEL IMPROVEMENTS**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
22	Over-Excavate and Re-Compact Sub-Grade	108,500	SF	\$ <u>4.00</u>	\$ <u>434,000.00</u>
23	Construct/Modify New Channel Section as "In-Place Fill"	6,930	CY	\$ <u>13.00</u>	\$ <u>90,090.00</u>
24	Non-Reinforced Concrete Channel Lining	81,100	SF	\$ <u>11.00</u>	\$ <u>892,100.00</u>
25	Reinforced Concrete Channel Lining	16,500	SF	\$ <u>17.00</u>	\$ <u>280,500.00</u>
26*	Modify and Connect to Existing Over-Pour Structure	1	LS	\$ <u>73,030.00</u>	\$ <u>73,030.00</u>
27*	Modify and Connect to Existing CVC Return Diversion Box	1	LS	\$ <u>49,670.00</u>	\$ <u>49,670.00</u>
28	Furnish and Install Stainless Steel Safety Ladder	7	EA	\$ <u>3,440.00</u>	\$ <u>24,080.00</u>
29*	Furnish and Install Safety Float Line	1	EA	\$ <u>9,540.00</u>	\$ <u>9,540.00</u>
30	Furnish and Install 16' Wide (Double 8') Swing Gates	2	EA	\$ <u>24,770.00</u>	\$ <u>49,540.00</u>
<b>Sub-5</b>	<b>Rosedale 1 Improvements Subtotal (Line Items 22-30):</b>				\$ <u>1,902,810.00</u>

**TOTAL AMOUNT FOR BASE BID  
(Line Items 1 - 30)**

Total Price: \$ 3,554,810.00

Bid Submitted by:

Contractor Sierra Construction & Excavation Inc.

Date 06/03/2026

Email codyp@sierracei.co

Phone Number 661-588-512

**INFORMATION REQUIRED OF BIDDER**

**EXPERIENCE AND REFERENCES**

In conformance with requirements of Sections B and D of these Specifications, the Bidder sets forth the following data:

Listed below are three projects performed under the bidder's supervision during the past ten (10) years involving work of scope and complexity comparable to that to be installed under Contract Specifications:

1. Project Name and Location: Kern Delta Canal Relocation, Hosking & Hughes, Bakersfield

Project Description: Excavate & Fill part of the Canal, remove existing RCp pipe and install new Pipe, Haul off extra debri.

Type of Pipe Installations: 42" PS46 Pipe

Owner: Jaranda Hood LLC

Contract Amount/Completion Date: \$245,838,

Reference Contact Name and Telephone Number(s): Lee Ann Benham, 661-283-8100

2. Project Name and Location: Panama Canal Extension

Project Description: Demo Existing Headwall, weir Structure & turn out structures, clear out over saturated soil & build Back up for Pipe placement & weir, place field

Type of Pipe Installations: 60" C361RCP

Owner: Jiohn Balfanz Homes, Inc

Contract Amount/Completion Date: \$192,500

Reference Contact Name and Telephone Number(s): John Balfanz ,661-589-0717

3. Project Name and Location: South H street Culvert Extension,1631 Hosking Avenue,

Groundwater Banking Joint Powers Authority

Project Description: Remove existing Rip Rap, Over excavate & Recompact Canal Bottom, Demo

Existing Headwall to install culverts boxes, Backfill the Canal, form & Pour the concrete collar, Concrete Liner

Type of Pipe Installations: Culvert Boxes 18ft x 9.5 ft

Owner: Five Rivers Investment Group & Construction

Contract Amount/Completion Date: \$768,320, 20/09/2025

Reference Contact Name and Telephone Number(s): Nav Brar, 661-345-9810

**MATERIAL SUPPLIERS INFORMATION**

The BIDDER shall indicate opposite each item of equipment or material listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid:

72" Steel Casing: Vector Steel

63" HDPE DR32.5 Pipe: Core & Main

72" RCP: Oldcastle Infrastructure

Awarding of a contract under this bid will not imply approval by the Joint Powers Authority or Engineer of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier does not meet the requirements of the Specifications.

**LIST OF SUBCONTRACTORS**

The bidder hereby designates below the names and business addresses of each subcontractor who will perform work or labor. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

- a. Complete the name and location of the place of business of each subcontractor (i) who will perform work or labor or render service to the Bidder in or about the construction contemplated in the Plans and Specifications or (ii) licensed by the State who, under subcontract to the Bidder, specially fabricates and installs a portion of the work or improvement according to the detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Bidder's total Bid.

- b. Complete the portion of the Work that will be done by each subcontractor. The Bidder shall list only one subcontractor for each portion as is defined by the Bidder in his Bid.
- c. Bidders are reminded of the penalties for the improper substitution of a subcontractor pursuant to Public Contract Code Section 4110.

**SUBCONTRACTOR:**

Business Address: 1985 W Mountain View Ave, Caruthers, CA 93609  
Class A License No. 553794  
Item No. or Description of Work: Bore Across Stockdale Highway  
Dollar Amount or Percentage of Total Bid: \$ 221,500

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**NOTE: Bidder shall attach all additional sheets and attachments as required. Failure to supply all items of information required of bidders may cause the bid to be considered non-responsive.**

**NON-COLLUSION AFFIDAVIT**

**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

STATE OF CALIFORNIA )

)

COUNTY OF KERN )

I, Cody Pruitt, declare that I am Treasurer  
(sole owner, a partner, president, secretary, etc.)  
of Sierra Construction & Excavation, Inc.  
the party making the foregoing bid covering Rosedale 1 Channel Improvements

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed:   
Title: Treasurer

**Note: This affidavit must be acknowledged before a Notary Public.**

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

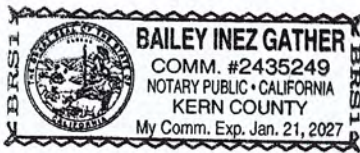
State of California

County of KERN

On 4/2/20 before me, Bailey Inez Gather, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cody Pruitt  
Name(s) of Signer(s)

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 the 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.

Bailey Inez Gather  
Signature of Notary

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Non-Collusion  
Document Date: 4/2/20 Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

Corporate Officer – Titles(s) \_\_\_\_\_

Partner(s)  Limited  General

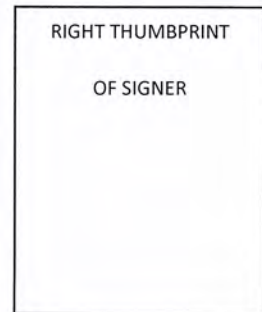
Individual  Attorney in Fact

Trustee(s)  Guardian/Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Name of Person(s) or Entity(ies) \_\_\_\_\_



SUBCONTRACTOR'S NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED BY EACH AWARDEE OF A SUBCONTRACTOR)

STATE OF CALIFORNIA )

COUNTY OF ~~KERN~~ FRESNO ) TM

I, Ted Miller, declare that I am Vice President Operations  
(sole owner, a partner, president, secretary, etc.)  
of Pacific Boring, Inc.

the party making the foregoing bid covering 72" Steel Casing Jack and Bore  
that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business. The provisions of this affidavit shall not be held as disqualifying a person, firm, or cooperation who has submitted a sub-proposal to one bidder from submitting separate sub-proposals or quoting prices for materials or work to other bidders.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: 

Title: Vice President Operations

**Note: This affidavit must be acknowledged before a Notary Public.**

See Attached Notary Certificate

**This page intentionally left blank.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Fresno )  
On June 2 before me, Kerry Nystrem, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Ted Miller  
Name(s) of Signer(s)

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 Kerry Nystrem  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Non Collusion Affidavit Document Date: 6/2/26  
Number of Pages: 4 Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Ted Miller Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): VP-Operations  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: Pacific Boring Inc Signer Is Representing: \_\_\_\_\_

≡ **Registration Dates**

Contractor	Registration Start Date	Registration End Date ▼	Registration Status ▲
<a href="#">1000021161 - SIERRA CONSTRUCTION &amp; EXCAV...</a>	2026-07-01	2027-06-30	Future
<a href="#">1000021161 - SIERRA CONSTRUCTION &amp; EXCAV...</a>	2025-07-01	2026-06-30	Active
<a href="#">1000021161 - SIERRA CONSTRUCTION &amp; EXCAV...</a>	2024-07-01	2025-06-30	Expired
<a href="#">1000021161 - SIERRA CONSTRUCTION &amp; EXCAV...</a>	2023-07-01	2024-06-30	Expired
<a href="#">1000021161 - SIERRA CONSTRUCTION &amp; EXCAV...</a>	2022-07-01	2023-06-30	Expired
<a href="#">1000021161 - SIERRA CONSTRUCTION &amp; EXCAV...</a>	2021-07-01	2022-06-30	Expired
<a href="#">1000021161 - SIERRA CONSTRUCTION &amp; EXCAV...</a>	2020-07-01	2021-06-30	Expired
<a href="#">1000021161 - SIERRA CONSTRUCTION &amp; EXCAV...</a>	2019-07-01	2020-06-30	Expired
<a href="#">1000021161 - SIERRA CONSTRUCTION &amp; EXCAV...</a>	2018-06-27	2019-06-30	Expired
<a href="#">1000021161 - SIERRA CONSTRUCTION &amp; EXCAV...</a>	2017-05-11	2018-06-30	Expired
<a href="#">1000021161 - SIERRA CONSTRUCTION &amp; EXCAV...</a>	2016-06-22	2017-06-30	Expired
<a href="#">1000021161 - SIERRA CONSTRUCTION &amp; EXCAV...</a>	2015-09-21	2016-06-30	Expired



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1000021161 - SIERRA CONSTRUCTION & EXCAVATION, INC.

1000021161 - SIERRA CONSTRUCTION & EXCAVATION, INC.

## Customer Account Lookup

PWCR

1000021161

Contractor Status

DIR Approved

CSLB

770738

Business Phone

6615885124

Ext

Registration Start Date

Legal Entity Name

Doing Business As (DBA)

Business Structure

President

Email

Registration End Date

Crafts

## Address

Mailing Address

Mailing Address - City

Mailing Address - State

CA

Mailing Address - Zip

93312

Mailing Address - Country

United States

Physical Address

PO Box 21297

Physical Address - City

Bakersfield

Physical Address - State

Physical Address - Zip

93390

Physical Address - Country

United States

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[Terms & Conditions](#)

[Privacy Policy](#)

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[Nondiscrimination Notice](#)

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Copyright 2026 State of California

**Report Title:** Registration Date List  
**Run Date and Time:** 2026-05-07 15:09:11 Pacific Daylight Time  
**Run by:** Anna Elder  
**Table name:** x\_cdoi2\_csm\_portal\_his\_reg\_dates  
**Query Condition:** Contractor Customer Account is PACIFIC BORING INCORPORATED  
**Sort Order:** Registration End Date in descending order

Value of property glide.pdf.max\_rows must be less or equal than (5,000). Default max row number applied (1,000)

14 Registration Dates

Contractor	Registration Start Date	▼ Registration End Date	Registration Status
1000003953 - PACIFIC BORING INCORPORATED	2026-07-01	2027-06-30	Future
1000003953 - PACIFIC BORING INCORPORATED	2025-07-01	2026-06-30	Cancelled
1000003953 - PACIFIC BORING INCORPORATED	2025-07-01	2026-06-30	Active
1000003953 - PACIFIC BORING INCORPORATED	2024-07-01	2025-06-30	Expired
1000003953 - PACIFIC BORING INCORPORATED	2023-07-01	2024-06-30	Expired
1000003953 - PACIFIC BORING INCORPORATED	2022-07-01	2023-06-30	Expired
1000003953 - PACIFIC BORING INCORPORATED	2021-07-01	2022-06-30	Expired
1000003953 - PACIFIC BORING INCORPORATED	2020-07-01	2021-06-30	Expired
1000003953 - PACIFIC BORING INCORPORATED	2019-07-01	2020-06-30	Expired
1000003953 - PACIFIC BORING INCORPORATED	2018-06-14	2019-06-30	Expired
1000003953 - PACIFIC BORING INCORPORATED	2017-05-09	2018-06-30	Expired
1000003953 - PACIFIC BORING INCORPORATED	2016-05-17	2017-06-30	Expired
1000003953 - PACIFIC BORING INCORPORATED	2015-06-02	2016-06-30	Expired
1000003953 - PACIFIC BORING INCORPORATED	2014-12-16	2015-06-30	Expired

Contractor: Sierra Construction & Excavation Inc.

Preliminary Construction Schedule for the  
ROSEDALE 1 CHANNEL IMPROVEMENTS PROJECT.

Notice to Proceed	July 1, 2026
Mobilization	July 7, 2026
Grade entrance & routes for machinery	July 10,2026
Start Demo of Concrete	July 15,2026
Over excavation & compact new Channel	August 1,2026
Demo Headwall & Setup for Bore	August 15,2026
Set-up Traffic control	September 1 , 2026
Pothole for Existing Utilities	September 5, 2026
Make pits & start Bore	September 10, 2026
Backfill pits & Form & pour new headwalls & inlets	September 20, 2026
Different crew form & pour channel concrete	August 1 – October 20
Excavate existing RCP & replace with new one	October 30, 2026
Compact overfill of new channel sides to slope	November 10, 2026
Place back Fence & new Gates	November 15, 2026
Demobilization & clean up	November 20,2026
Project Completed	November 28, 2026



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

June 5, 2026

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

**Re: Phase I – Well Drilling and Equipping Project**  
***Weekly Report (Weeks 36-42)***

Mr. Bartel,

This serves as a project update for Weeks 36-42 of the Phase I – Well Drilling and Equipping Project.

**Phase 1 – Well Drilling & Equipping – Bakersfield Well & Pump Co.**

<b>Project Status as of:</b>	<b>6-5-26</b>	<b>Contract Totals</b>	
Notice to Proceed:	7-1-25	Contract Amount:	\$5,622,221.00
Contract Duration:	325	Change Orders:	-
Completion Date:	5-21-26	Revised Amount:	-
Elapsed Days:	339	Work Completed:	\$3,709,766.00
Remaining Days:	-	% Completed:	66%
Change Order – Days:	-		

The construction crew for BW&P has completed all concrete foundations and underground conduit installations at the four well sites including SN-2. BW&P has also completed the primary and secondary electrical conduit installations at WE-1, SN-1, and SN-2. PG&E has re-energized the WE-AG site. At this time, the pumps for WE-1 and SN-1 have been installed and the pump installation for SN-2 is currently in progress. Once the pumps and pump heads have been installed, BW&P plans to begin installing the above ground steel piping.

Sincerely,

Curtis M. Skaggs, P.E.

**Pictures (4-17-26 thru 6-5-26)**



Conduit Installation for Electrical Service at SN-1



Installing Transformer Pad for SN-2



Conduit Installation for SN-1



Conduit Installation for SN-1



Bollard Installation at SN-2



Pouring Meter Pad at WE-1



Meter Panel Installed SN-2 (and Installed at All Sites)



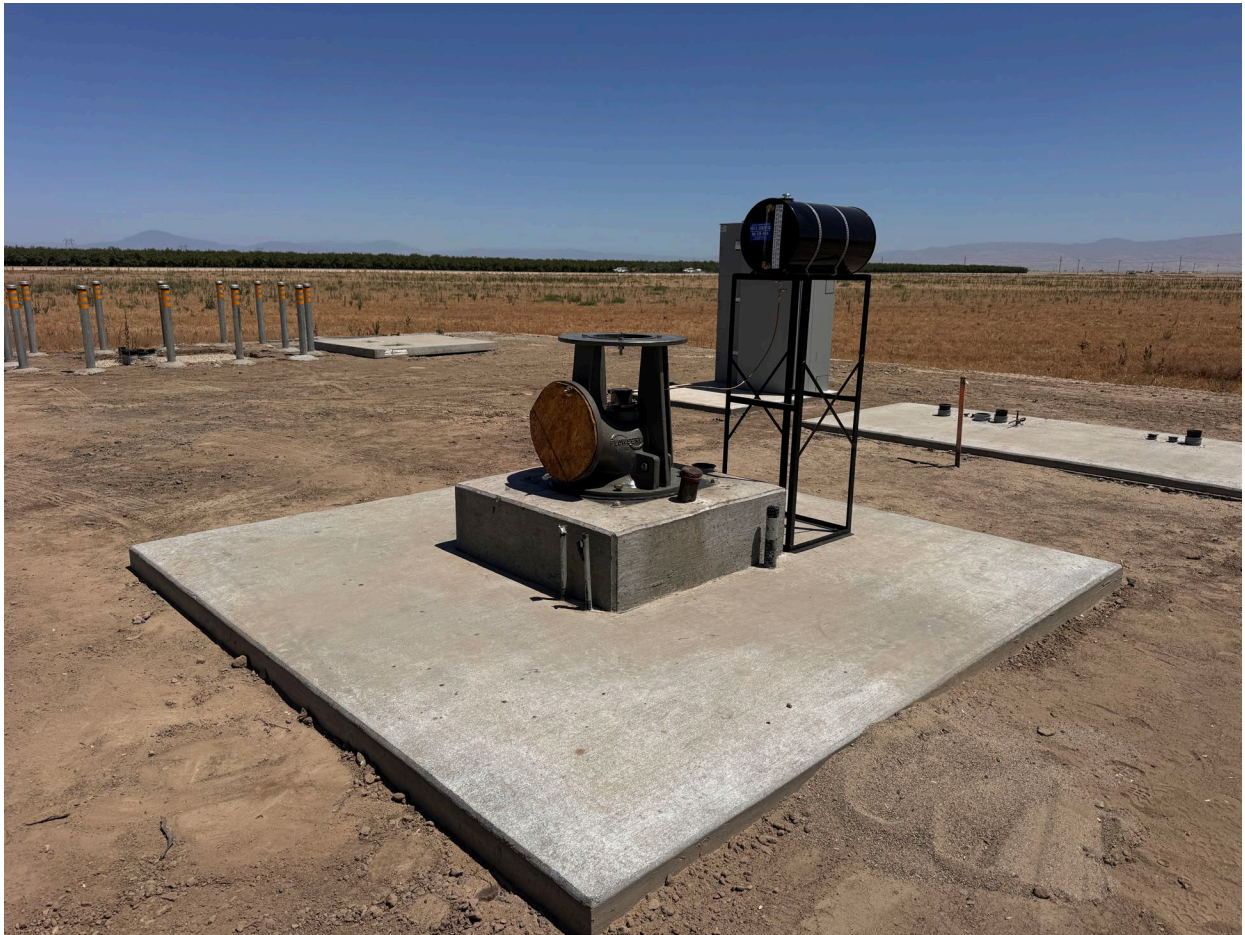
Meter Panel Installed at WE-1



Meter Panel Installed at SN-1



Installing Pump at WE-1



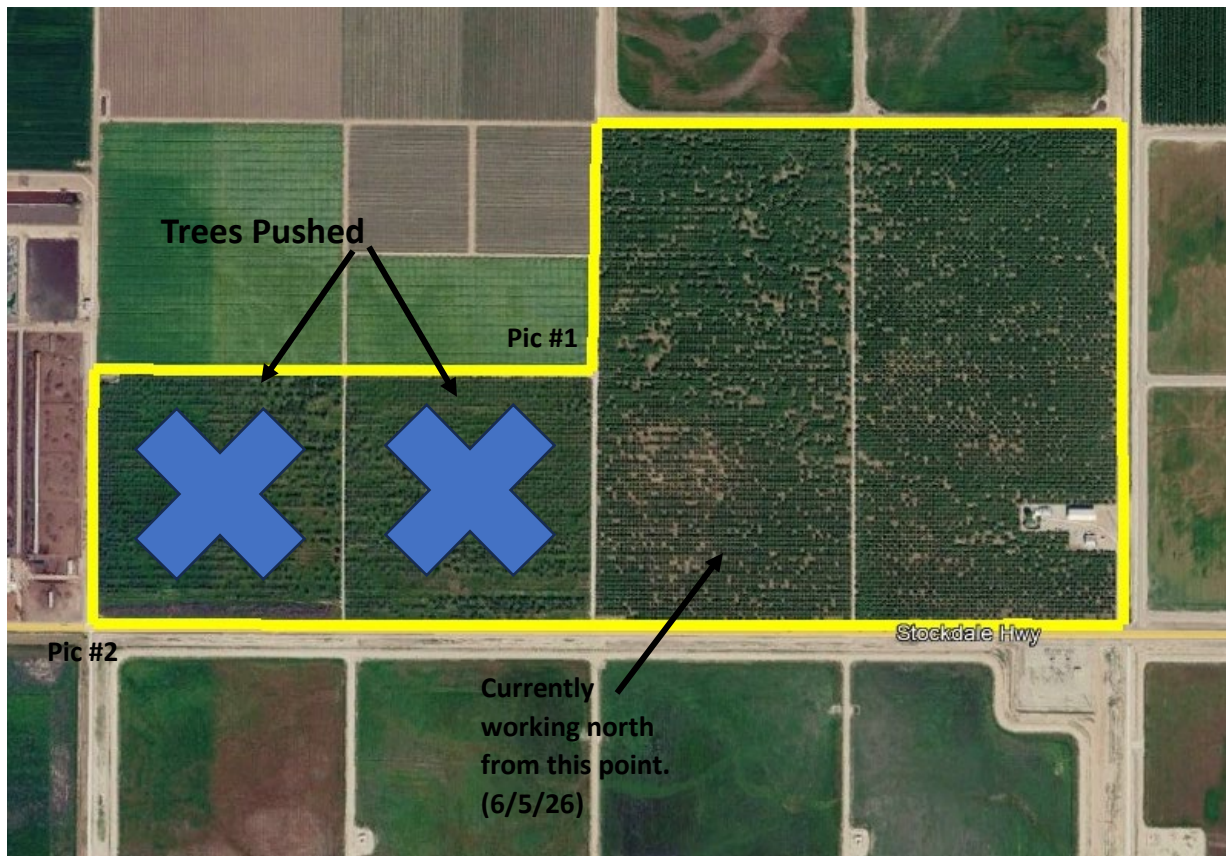
Pump and Pump Head Installed at SN-1

TO: Groundwater Banking JPA  
FROM: Zach Smith  
DATE: June 9, 2026  
RE: Agenda Items 5bii. South Enns Ponds

**Discussion:**

Lignum Support started pushing trees on the South Enns Property on Wednesday, May 27, 2026. Progress on the tree pushing portion of the project is shown in the figure below. The contractor anticipates the trees will all be down and grinding will commence in 2-3 weeks (estimated 6/29/26).

They reported that they currently have the home to start moving the wood chips as soon as the grinding is complete. We're hoping to have everything off-site by the end of July.





Picture 1 – Looking South



Picture 2 – Looking Northeast

## LEASE AGREEMENT

### Enns Farmhouse

PARTIES:

LANDLORD – Groundwater Banking Joint Powers Authority

TENANT – Jose Gomez

PREMISES ADDRESS: 24208 Stockdale Hwy, Bakersfield CA 93314 Enns Farmhouse

1. RENTAL AMOUNT AND PAYMENT: Commencing May 20, 2026, TENANT agrees to pay LANDLORD Rent in the sum of \$1800.00 per month in advance on the 1<sup>st</sup> day of each calendar month. The rental payment shall be delivered by TENANT to LANDLORD or its designated agent to the following location: 849 Allen Road, Bakersfield, CA 93314. Rent for the first month or any part of a month upon termination (in the event the lease is terminated on any day other than the last day of a calendar month) shall be prorated based upon a 30-day period.

Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this Agreement.

A late charge of \$100.00 shall be incurred if rent is not paid by the 5<sup>th</sup> of each calendar month.

If rent is not paid when due and LANDLORD issues a “Notice To Pay Rent Or Quit,” TENANT must tender cash or cashier’s check only. If TENANT tenders a check, which is dishonored by a banking institution, then TENANT shall only tender cash or cashier’s check for all future payments as determined by the LANDLORD in accordance with Civil Code section 1947.3. In addition, TENANT shall be liable in the sum of \$35 for each check that is returned to LANDLORD because the check has been dishonored.

2. TERM: The term of this lease will commence on May 20, 2026, and will continue thereafter as a month-to-month periodic tenancy until either party to this lease terminates the tenancy by giving the other party, at least 14 days before the expiration of the then-current month term, written notice of the intention to terminate the tenancy on the “Termination Date.” The notice must be either delivered in person or sent by certified or registered mail to the other party. Rent will be due and payable up to and including the Termination Date.

Upon the Termination Date, TENANT shall be required to vacate the Premises unless one of the following circumstances occur: (i) LANDLORD and TENANT formally extend this Agreement in writing or create and execute a new, written, and signed agreement, or (ii) LANDLORD willingly accepts new Rent from TENANT, which does not constitute past due Rent. In the event that LANDLORD accepts from TENANT new rent, the month-to-month tenancy shall continue and may be terminated as set forth above.

Notices to terminate may be given on any calendar day.

Rent shall continue at the rate specified in this Agreement, or as allowed by law, unless increased by mutual agreement of the parties. All other terms and conditions as outlined in this Agreement shall remain in full force and effect at all times until this Agreement is terminated.

3. SECURITY DEPOSITS: TENANT shall deposit with LANDLORD the sum of \$0 as a security deposit to secure TENANT'S faithful performance of the terms of this Agreement. After TENANTS have vacated, leaving the Premises vacant, the LANDLORD may use the security deposit for the cleaning of the Premises or repainting of the same (in the event TENANT changes the color of any paint without LANDLORD approval), any unusual wear and tear to the Premises or common areas, and any rent or other amounts owed pursuant to this Agreement or pursuant to Civil Code Section 1950.5.

TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the Premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased Premises.

4. INITIAL PAYMENT: Prior to taking possession of the Premises, TENANT shall pay the first month prorated rent of \$0 (\$0 per day) and the security deposit. Said payment shall be made in the form of cash or check.

5. OCCUPANTS: The Premises shall not be occupied by any person other than those designated above as TENANT and members of TENANT'S immediate family. If LANDLORD, with written consent, allows for additional persons to occupy the Premises, the rent shall be increased by \$100 for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the Premises in violation of this agreement.

6. SUBLETTING OR ASSIGNING: TENANT agrees not to assign or sublet the Premises, or any part thereof, without first obtaining written permission from LANDLORD.

7. UTILITIES: TENANT shall pay for all gas and electrical utilities and/or services supplied to the Premises. TENANT shall pay for all water and garbage services, if applicable.

8. PARKING: Any vehicle that is leaking any substance must not be parked anywhere on the Premises. TENANT is responsible for complying with applicable regulations regarding street parking at the Premises.

9. CONDITION OF PREMISES: TENANT acknowledges that the Premises have been inspected. TENANT acknowledges that said Premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the Premises in a neat and sanitary condition and to immediately reimburse LANDLORD for any

sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitees', misuse or negligence.

TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. TENANT shall also be responsible for repair or replacement of the garbage disposal, if any, where the cause has been a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism.

#### 10. MAINTENANCE AND REPAIRS: RULES

TENANT will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, TENANT shall:

- (a) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (b) Not obstruct or cover the windows or doors by any means which will make the same inoperable;
- (c) Not leave windows or doors in an open position during any inclement weather;
- (d) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of LANDLORD;
- (e) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. TENANT shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by TENANT as set forth above;
- (f) Deposit all trash, garbage, rubbish or refuse in an appropriate garbage receptacle and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand in or around the Premises;
- (g) Maintain the Premises in a manner that does not promote infestation by pests.
- (h) Notify LANDLORD immediately of any defects or dangerous conditions in or about the Premises, especially any water penetration or other condition that may have a deleterious effect upon the Premises.
- (i) Abide by and be bound by any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

(j) Maintain and manage the portion of the orchard that TENANT requested to remain. TENANT understands that TENANT will, at its sole expense remove and dispose of trees within 60-day notice by LANDLORD. Area of trees to remain temporarily is attached.

11. ALTERATIONS: TENANT shall not make any alterations to the Premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint, or wallpaper said Premises without LANDLORD'S prior written consent. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by TENANT shall, unless otherwise provided by written agreement between LANDLORD and TENANT, be and become the property of LANDLORD and remain on the Premises at the expiration or any other termination of this Agreement.

12. NOISE AND DISRUPTIVE ACTIVITIES: TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the Premises.

13. LANDLORD'S RIGHT OF ENTRY: LANDLORD may enter and inspect the Premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform. In addition LANDLORD has all right to enter pursuant to Civil Code Section 1954. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 days' notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily displaced. If the work to be performed requires the cooperation of TENANT to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by LANDLORD.

14. REPAIRS BY LANDLORD: Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item within the meaning of Civil Code Section 1942. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warranty of habitability as stated in Code of Civil Procedure Section 1174.2.

15. PETS: No domestic pet or other animal of any kind may be kept on or about the Premises without LANDLORD'S written consent. LANDLORD may condition its consent under this paragraph upon a payment of an additional security deposit.

16. HAZARDOUS MATERIALS. TENANT shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire

or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

17. FURNISHINGS: No liquid filled furniture of any kind may be kept on the Premises without LANDLORD'S prior written consent and unless TENANT is in full compliance with Civil Code Section 1940.5, including the payment of a further security deposit equal to one-half of one month's rent.

18. INSURANCE: TENANT should maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle(s) on the Premises. It is acknowledged that LANDLORD does not maintain insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes. It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any such losses sustained. TENANT'S failure to maintain said policy shall be a complete waiver of TENANT'S right to seek damages against LANDLORD for the above stated losses.

19. SECURITY: The parties acknowledge that the Premises are not to be considered a security building which would hold LANDLORD to a higher degree of care. TENANT acknowledges that LANDLORD has made no representation that the property is a "secure" complex, and that TENANT is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of LANDLORD'S property and are not a warranty of protection nor are they specifically provided for the protection of TENANT'S or TENANT'S guests' person or property. TENANT shall take appropriate measures to protect their own property, and report to the Police any suspicious activities, persons or events occurring on or about the Premises.

20. POSSESSION: If Premises cannot be delivered to TENANT on the agreed date due to loss, total or partial destruction of the Premises, or failure of previous TENANT to vacate, either party may terminate this Agreement upon written notice to the other party at their last known address. It is acknowledged that either party shall have no liability to each other except that all sums paid to LANDLORD will be immediately refunded to TENANT.

21. ABANDONMENT: It shall be deemed a reasonable belief by the LANDLORD that an abandonment of the Premises has occurred where the, within the meaning of Civil Code Section 1951.2, where rent has been unpaid for 14 consecutive days and the TENANT has been absent from unit for 14 consecutive days. In that event, LANDLORD may serve written notice pursuant to Civil Code Section 1951.2. If TENANT does not comply with the requirements of said notice in 18 days, the Premises shall be deemed abandoned.

22. WAIVER: LANDLORD'S failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under this Agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right. If is further

agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LANDLORD in writing specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

23. VALIDITY/SEVERABILITY: If any provision of this Agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this Agreement.

24. ATTORNEY FEES: In the event action is brought by any party to enforce any terms of this Agreement or to recover possession of the Premises, the prevailing party shall recover from the other party reasonable attorney fees.

25. NOTICES: All notices to the TENANT shall be deemed served upon mailing by first class mail, addressed to the TENANT, at the Premises or upon personal delivery to the Premises whether or not TENANT is actually present at the time of said delivery. All notices to the LANDLORD shall be served by mailing first class mail or by personal delivery to the LANDLORD at PO Box 20820, Bakersfield, CA 93390.

26. PERSONAL PROPERTY OF TENANT: Once TENANT vacates the Premises, all personal property left at the Premises shall be stored by the LANDLORD for 18 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.

27. DEFAULT. In the event of any default by TENANT, LANDLORD may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of TENANT'S rights hereunder, and recover from TENANT all damages he may incur by reason of the breach of the Agreement, including the cost of recovering the Premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the TENANT proves could be reasonable avoided, and any other damages as provided by law. All remedies provided herein are cumulative.

28. DISCLOSURES:

MEGAN'S LAW: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

LEAD BASED PAINT: LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or

lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. TENANT'S acknowledge that LANDLORD has provided the lead-based paint disclosures and pamphlet prior to executing this Agreement.

29. BINDING UPON ALL TENANTS: All TENANTS identified herein are jointly, severally and individually bound by, and liable under, the terms and conditions of this Agreement.

30. SEVERABILITY. If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

31. INDEMNIFICATION. LANDLORD shall not be liable for any damage or injury of or to the TENANT, TENANT's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and TENANT hereby agrees to indemnify, defend and hold LANDLORD harmless from any and all claims or assertions of every kind and nature.

32. RECORDING OF AGREEMENT. TENANT shall not record this Agreement on the Public Records of any public office. In the event that TENANT records this Agreement, this Agreement shall, at LANDLORD's option, terminate immediately and LANDLORD shall be entitled to all rights and remedies that it has at law or in equity.

33. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

34. ENTIRE AGREEMENT: The foregoing Agreement constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this Agreement. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this Agreement and has been furnished a duplicate original.

D-BJ LANDLORD 6/5/26 DATE

[Signature] TENANT 6-1-26 DATE

**ATTACHED:**

- **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**
- *Protect Your Family from Lead in Your Home*
- *Orchard to remain area*

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) J.G. Lessee has received copies of all information listed above.

(d) J.G. Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

D.B.T. LANDLORD 6-6-26 DATE

[Signature] TENANT 6-1-26 DATE

## Trees to Remain

