

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

February 5, 2024  
2:00PM

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

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

**CALL TO ORDER**          2:00 p.m.

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

**PUBLIC COMMENT  
NOTICE**

If you wish to address the Board of Directors on any item, please submit a request to speak via the “chat” feature available when joining the meeting virtually. Remarks are limited to three minutes per speaker on each subject. You may also submit a public comment in advance of the meeting by emailing [mmisuraca@rrbwsd.com](mailto:mmisuraca@rrbwsd.com) before 5:00 p.m. on February 3, 2024.

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

---

## 1. COMMUNICATIONS TO THE BOARD

---

- a) Written:
- b) Oral:

---

## 2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED

---

---

## 3. CONSENT ITEMS

---

- a) Meeting Minutes December 7, 2023

---

## 4. JPA ADMINISTRATIVE AND FINANCIAL REPORT

---

- a) Consideration of 2<sup>nd</sup> Quarter Budget to Actual- FYE June 30, 2024 (Eileen)
- b) Consideration of Termination of Emergency Declaration (DanB)

---

## 5. KERN FAN GROUNDWATER STORAGE PROJECT

---

- a) Engineering (Dan)
  - i. Design Update
  - ii. Conveyance Alternatives
  - iii. Construction Update
- b) Grant Funding Update (Fiona)
- c) State Agreements Update- SEIR Pulse Flows (Fiona)

---

## 6. GENERAL MANAGER'S REPORT

---

---

## 7. OTHER BUSINESS

---

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

---

## 8. CLOSED SESSION

---

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

*Property:* Parcels 104-260-08

*Agency negotiators:* Dan Bartel

*Negotiating parties:* Marc McCaslin and Groundwater Banking Joint  
Powers Authority

*Under negotiation:* Price and Terms of Payment

---

**9. OPEN SESSION**

---

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

---

**10. ADJOURN**

---

\*\*\*\*\*

Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the above-named Board in connection with a matter subject to discussion or consideration at an open meeting of the Board are available for public inspection by contacting Megan Misuraca at [mmisuraca@rrbwsd.com](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 February 1, 2024. I, Kristine Swan, declare under penalty of perjury, that I am employed by the Irvine Ranch Water District and I posted the foregoing Agenda at the District Office on or before February 1, 2024.

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

December 7, 2023  
10:00 AM

**DIRECTORS AND ALTERNATES PRESENT**

Roy Pierucci  
Peer Swan  
Doug Reinhart  
Jason Selvidge

**DIRECTORS ABSENT**

**OTHERS PRESENT**

Doug Gosling- (joined at 10:30AM) JPA Legal Counsel  
Dan Bartel- RRBWSD  
Megan Misuraca- RRBWSD  
Fiona Sanchez- IRWD  
Eileen Lin- IRWD  
Paul Weghorst- IRWD  
Trent Taylor- RRBWSD  
Kent Morris- IRWD  
Paul Cook- IRWD  
Wyatt Clarke- IRWD  
Neveen Adly- IRWD  
Gabby Wang- IRWD  
Curtis Skaggs- Dee Jaspar and Associates  
Joe Long- Stantec  
Wayne Dahl- Dahl Consulting

**CALL TO ORDER**

President Pierucci called the meeting to order at approximately 10:00 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) Meeting Minutes September 7, 2023

A motion was made by Director Selvidge with a second by Director Swan 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 FYE June 30, 2023 Audit and Financial Report- Ms. Lin presented the audit and financial report to the Board. A motion was made by Director Swan with a second by Director Selvidge to approve the FYE June 30, 2023 audit and financial report as presented. A roll call vote was taken and the motion unanimously passed.
- b) Consideration of 1<sup>st</sup> Quarter Budget to Actual- FYE June 30, 2024 and Cash Call- Upon the Board's review of Ms. Lin's report a motion was made by Director Selvidge with a second by Director Swan to receive and file the 1<sup>st</sup> Quarter FYE June 30, 2024 budget to actual report with no cash call requested at this time. A roll call vote was taken and the motion unanimously passed.
- c) Consideration of Appointment of Treasurer and Authorized Signer- Mr. Morris introduced Neveen Adly, Executive Director of Finance and Administration for Irvine Water District with the recommendation that the Board appoint Ms. Adly as the Groundwater Banking Joint Powers Authority Treasurer. A motion was made by Director Reinhart with a second by Director Selvidge to appoint Neveen Adly as the Treasurer and authorized signer for the Groundwater Banking Joint Powers Authority. A roll call vote was taken and the motion unanimously passed.
- d) Consideration of Emergency Action- Mr. Bartel reviewed current conditions and the Governors orders with the Board. A motion was made by Director Selvidge with a second by Director Swan to adopt Resolution No. 2023-03 continuing the flood emergency and authorizing procurement of equipment, services and supplies for such emergency without giving notice for bids to let contracts. A roll call vote was taken and the motion unanimously passed.

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

- a) Engineering
  - i. Design Update- Mr. Bartel briefed the Board on the latest design efforts.
  - ii. Conveyance Alternatives- Mr. Long presented latest design and model testing efforts on the proposed Alternative 5 conveyance route.
  - iii. West Enos Pilot Project- Mr. Bartel reported operations have ceased on the West Enos pilot project.
- b) Grant Funding Update- Ms. Sanchez briefed the Board on the latest grant funding opportunities.
- c) State Agreements Update- SEIR Pulse Flows- Ms. Sanchez briefed the Board on latest efforts to obtain agreements with the Department of Water Resources including the SEIR.

- d) Consideration of Resolution No. 2023-04 USBR Small Storage Grant- Ms. Sanchez briefed the Board on the USBR Small Storage grant award and reviewed Resolution No. 2023-04 with the Board. A motion was made by Director Selvidge and a second by Director Reinhart to adopt Resolution No. 2023-04 acknowledging the GBJPAs ability to provide the 75% funding specified in the Small Surface Storage and Groundwater Storage Project Grant Application. A roll call vote was taken and the motion unanimously passed.
- e) Consideration of West Enos Construction Initiation- Mr. Bartel reported the NEPA process was completed on the West Enos project. A motion was made by Director Reinhart with a second by Director Swan to authorize the General Manager to initiate construction of the West Enos project per the memo dated April 12, 2023. The motion unanimously passed.

**6. GENERAL MANAGER'S REPORT**

No report.

**7. OTHER BUSINESS**

None.

**8. CLOSED SESSION**

No closed session.

**9. OPEN SESSION**

None.

**10. ADJOURN**

Director Pierucci adjourned the meeting at 11:30 a.m.

February 5, 2024  
Prepared by: Herbert Ng  
Reviewed by: Neveen Adly  
Agenda Item: 4a

FY 2023-24 Quarterly Actual to Budget Results

DISCUSSION:

The quarterly unaudited actual to budget and forecast results for the six-month period ended December 31, 2023 is attached as Exhibit "A". The report separates capital and operating expenditures.

The six-month year to date total expenditures were \$338.7 thousand compared to a budget of \$2.8 million. Actual expenditures were \$2.4 million or 88% under budget. This is primarily due to lower expenditures than budgeted related to the timing for engineering design and construction of the capital project, and lower than expected expenses for the West Enos Recharge Facility. Exhibit "A" provides additional comments.

The full year budget was \$3.1 million compared to the full year forecast of \$2.3 million. This is primarily due to the delay in construction of the capital project, and lower than anticipated expenditures for the West Enos Recharge Facility.

No cash call is required at this time.

RECOMMENDATION:

Receive and File.

LIST OF EXHIBITS:

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

**Exhibit "A"**  
**Groundwater Banking Joint Powers Authority**

**Actual to Budget Results (Unaudited)**

**Fiscal Year 2023-24**

(in hundreds)

	<b>Actual 12/31/23 (Unaudited)</b>	<b>Budget 12/31/23</b>	<b>Budget to Actual (Over)/Under</b>	<b>Budget Variance %</b>	<b>Approved FY2023-24 Budget</b>	<b>Forecast Full Year FY2023-24</b>	<b>Forecast (Over)/ Under</b>	<b>FY2023-24 Budget Variance/Forecast Comments</b>
<b>Kern Fan Groundwater Capital Project</b>								
Engineering - Planning and Design Staff	\$ 23,500	\$ 52,200	\$ 28,700	55%	\$ 104,400	\$ 75,000	\$ (29,400)	Timing of expenditures.
Grant Administration and Reporting	2,700	3,400	700	21%	6,700	6,700	-	Timing of grant reporting and expenditures.
JPA Administration	23,300	28,800	5,500	19%	57,600	57,600	-	Timing of expenditures.
Supplemental Environmental Impact Report	200	2,000	1,800	90%	15,200	5,000	(10,200)	Timing of expenditures, anticipated 4th quarter.
Agreements with State Agencies	11,800	10,200	(1,600)	-16%	20,400	20,400	-	Timing of expenditures; SWP analysis and aqueduct modeling.
Engineering Design - Outside	36,300	150,000	113,700	76%	310,000	310,000	-	Timing of expenditures.
Engineering CA&I - Outside	-	92,000	92,000	100%	108,400	108,400	-	Not anticipated until 3rd or 4th quarter.
Construction	14,000	1,993,200	1,979,200	99%	1,993,200	1,400,000	(593,200)	Not anticipated until 3rd or 4th quarter.
Legal JPA	5,200	24,900	19,700	79%	72,300	30,000	(42,300)	Timing of expenditures.
Development of Agreement with FWS	-	-	-	0%	7,500	-	(7,500)	Deferred pending pulse flow CEQA.
Development of Agreement with DWR	-	-	-	0%	10,000	-	(10,000)	Deferred pending conveyance alignment.
Environmental	12,000	8,400	(3,600)	-43%	8,400	12,000	3,600	NEPA for Phase 1 completed.
Permitting	2,700	20,000	17,300	87%	20,000	20,000	-	Timing of permitting expenditures.
<b>Capital Project Total</b>	<b>131,700</b>	<b>2,385,100</b>	<b>2,253,400</b>	<b>94%</b>	<b>2,734,100</b>	<b>2,045,100</b>	<b>(689,000)</b>	
<b>Operating Expense</b>								
West Enos Recharge Facility	175,100	319,800	144,700	45%	319,800	200,000	(119,800)	Complete as of 12/31/23. Construction of permanent facilities to begin Q3.
Administration/Management	21,500	35,400	13,900	39%	70,900	70,900	-	Lower staff time than anticipated.
Audit	5,800	5,800	-	0%	5,800	5,800	-	
Bank Charges	2,900	1,600	(1,300)	-81%	3,200	5,900	2,700	Bank fees higher than anticipated.
Insurance	3,600	3,400	(200)	-6%	6,900	6,900	-	
Membership	1,000	1,000	-	0%	1,000	1,000	-	
Website Maintenance	-	1,000	1,000	100%	1,000	1,000	-	Timing of expenditures.
<b>Operating Expense Total</b>	<b>209,900</b>	<b>368,000</b>	<b>158,100</b>	<b>43%</b>	<b>408,600</b>	<b>291,500</b>	<b>(117,100)</b>	
<b>Revenue</b>								
Interest Revenue	(2,900)	(1,600)	1,300	81%	(3,200)	(5,900)	(2,700)	Interest revenue higher than anticipated.
<b>Revenue Total</b>	<b>(2,900)</b>	<b>(1,600)</b>	<b>1,300</b>	<b>81%</b>	<b>(3,200)</b>	<b>(5,900)</b>	<b>(2,700)</b>	
<b>Total</b>	<b>\$ 338,700</b>	<b>\$ 2,751,500</b>	<b>\$ 2,412,800</b>	<b>88%</b>	<b>\$ 3,139,500</b>	<b>\$ 2,330,700</b>	<b>\$ (808,800)</b>	



TO: Groundwater Banking JPA Board of Directors  
Agenda Item 4b

FROM: Doug Gosling

DATE: 2/5/2024

RE: Consideration of Past Declaration of Flood Emergency

**Discussion:**

In March of 2023, Governor Newsom released Executive Order N-4-23, which declared a state of emergency due to severe winter storms and flooding within California. In May of 2023, the Governor released Executive Order N-7-23 with additional emergency items. Additionally, on August 4, 2023, Governor Newsom signed another Executive Order, N-10-23, to prepare for the next wet season. The orders authorized state agencies to take necessary actions to protect public health, safety, and property, and directed state agencies to coordinate with local governments and assist in the response and recovery efforts. As storms brought more rain and snow to California, the Executive Order aimed to lift regulations and set clear conditions for diverting flood waters without permits to boost groundwater recharge storage.

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

In light of those conditions, it was imperative and pertinent that the GBJPA address the flooding emergency and protect the interests of water users and farmers within the project area by improving and repairing facilities and obtaining equipment necessary to convey and store the historically high flows expected in 2023. JPA staff had determined that the emergency conditions would not permit a delay resulting from the competitive solicitation of bids, and action was necessary to address the emergency and the items subject to the declaration.

Resolution No. 2023-03 was adopted to authorize the General Manager to take all necessary actions to address the emergency, such as coordinating with state and federal emergency response agencies to provide necessary assistance and resources to affected water users and farmers, expediting recharge projects, allocating emergency funds, and working closely with stakeholders. The resolution authorized the General Manager to take necessary actions to replace, rebuild, repair, or otherwise modify conveyance and recharge facilities that experience any failure during groundwater recharge operations, or which are anticipated to experience

failure as a result of major storms or flood conditions, and to take such actions as necessary to capture, convey and store all available water supplies.

**Recommendation:**

JPA staff has reviewed the current state of conditions and recommends that Resolution No. 2023-03 be withdrawn and terminated effective immediately and requests that the Board of Directors make a motion to withdraw and terminate such resolution at this time.



December 19, 2023

Lauren Bauer, Water Resources Manager  
c/o Kern County Water Agency  
3200 Rio Mirada Drive  
Bakersfield, CA 93308

David Okita, PE  
c/o Department of Water Resources  
715 P Street  
Sacramento, CA 95814

Re: Aqueduct Hydraulic Modeling – Flow Scenario Request

Mr. Okita and Ms. Bauer,

The Department of Water Resources (DWR) and HDR are performing hydraulic modeling of the California Aqueduct and in conjunction with that effort are evaluating alternatives for the proposed Kern Fan Project deliveries on behalf of the Groundwater Banking Joint Powers Authority (GBJPA). In previous discussions, DWR and HDR have requested feedback on what flow scenarios the GBJPA would like modeled. We suggest breaking this into two steps:

#### Step 1 – Pool 28 Level Analysis

Three scenarios have been requested to be modeled for evaluation. These include:

- 1) CVC “Existing” Condition
  - Estimate the required Aqueduct levels for the existing Greater Bakersfield Turnouts and the CVC Pool 1 for flows of 800 cfs, 1,000 cfs, 1,200 cfs, and 1,400 cfs.
  - What is the estimated maximum flow achievable through CVC Pool 1 within the Aqueduct operating levels – “Normal Min” and “Normal Max”?
  
- 2) New Kern Fan Turnout and Separate Canal (Referred to as Alt 3)
  - Estimate the required Aqueduct levels for the Greater Bakersfield Turnouts and the CVC Pool 1 for flows of 800 cfs, 1,000 cfs, 1,200 cfs, and 1,400 cfs while also modeling 450 cfs through a proposed new Kern Fan turnout and separate canal approximately 600-ft upstream of the Greater Bakersfield Turnouts.
  - What is the estimated maximum flow achievable in each facility within the Aqueduct operating levels – “Normal Min” and “Normal Max”?
  
- 3) Joint Works Project – Reconfigured Siphon & Parallel Canal (Referred to as Alt 5)
  - Estimate the required Aqueduct levels for the Greater Bakersfield Turnouts and the CVC Pool 1 Joint works concept with an increase in flows of 450 cfs, i.e., 1,250 cfs, 1,450 cfs, 1,650 cfs, and 1,850 cfs.

- What is the estimated maximum flow achievable within the Aqueduct operating levels – “Normal Min” and “Normal Max”?

#### Step 2 – Aqueduct Capacity Analysis

It is our understanding that the flow conditions and water deliveries along the California Aqueduct can impact the ability of DWR to maintain normal operating levels and that capacity constraints may limit additional deliveries available from Pool 28. The proposed Kern Fan Project is anticipated to achieve its greatest use during times of Article 21 water being available (typically March-May). We also expect that there would likely be use during peak irrigation periods through the fall months (typically July-November). We therefore believe modeling the above scenarios for months of high operation within the Aqueduct such as 2017 and 2023 are appropriate. We would like to understand the ability of the Aqueduct to deliver an additional 450 cfs (or the maximum available flow if less than 450 cfs) from Pool 28 and the impacts for the three scenarios above. To help us understand and select scenario parameters we would like to request field delivery for 2017 and 2023 for the water flows/deliveries and the associated water levels from Pool 24 down through the Buena Vista Pump Station. Once we have this information we will be in a much better position to propose scenarios for this Step 2 of the analysis.

We, as always, appreciate your efforts in this analysis and welcome any questions you may have.

Sincerely,



Dan Bartel, General Manager

Cc:

Curtis Skaggs  
Fiona Sanchez  
Paul Weghorst  
Craig Wallace  
Joseph Long  
Wayne Dahl  
Renato Espinoza Torres  
Trent Taylor

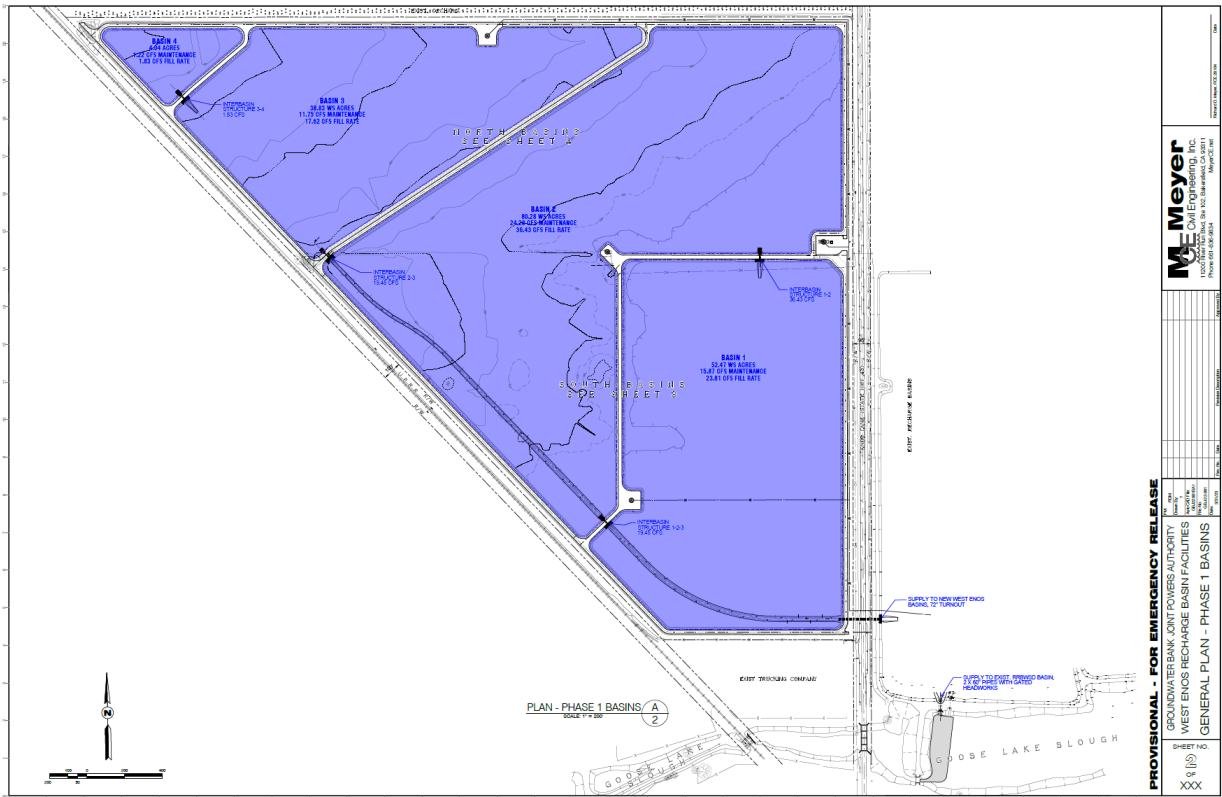
West Enos Project

DISCUSSION:

Prior to deciding to implement a pilot project the GBJPA had prepared for construction of the recharge facilities. Efforts were made to expedite construction in response to the wet 2023 conditions per emergency declaration including applying for Caltrans permits, ordering of check structures, and executing of construction contracts. In April 2023 we were notified that we were awarded a \$4.7M grant towards the construction. It became clear that the USBR process would not be completed in time to take advantage of 2023 water supplies so the Pilot Project was initiated and construction was put on hold pending NEPA and contract completion. The USBR has now completed these efforts. On December 7 the GBJPA authorized the General Manager to initiate recharge project construction as described under attached memorandum dated April 12, 2023. Construction is scheduled to commence in February of the basin berms and the highway culverts.

RECOMMENDATION:

None



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

DISCUSSION

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

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

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

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

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

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

**Highway Crossing**

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

**All-State Boring**

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

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

**Pipelines and Conveyance Structures**

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

**Nicholas Construction, Inc.**

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

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

**Materials Testing**

- Compaction Testing

**Soils Engineering, Inc.**

\$51,590.00

Total Budget: \$51,590.00

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

**Project Management & Construction Inspection**

- Engineering Services

**Dee Jaspar & Associates, Inc.**

\$98,378.00

Total Budget: \$98,378.00

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

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

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

**LIST OF EXHIBITS**

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



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

Groundwater Banking Joint Powers Authority								
West Enos Recharge Facility Project								
Cash-Flow Forecast								
Earthwork - Lonnie Cross								
Item No.	Description of Work	May	June	July	August	September	October	Totals
1	Mobilization	\$62,409.55						
2	Clearing & Grubbing	\$21,230.00						
3	Scarification & Recompaction	\$135,150.00						
4	Irrigation Pipe Removal	\$14,976.00						
5	Keyway Overexcavation & Recompaction	\$83,021.25	\$27,673.75					
6	Levee Embankment Fill	\$121,298.14	\$121,298.14	\$121,298.14	\$121,298.14	\$121,298.14		
7	Low Water Channel					\$6,000.00		
8	Well Pads				\$38,816.00			
9	Excavate Boring Pit		\$6,420.00					
10	Ripping and Floating Pond Bottoms					\$39,600.00		
11	Demobilization					\$41,175.00		
	Subtotals:	\$438,084.94	\$155,391.89	\$121,298.14	\$160,114.14	\$208,073.14		\$1,082,962.25
Highway Crossings - All State Boring								
Item No.	Description of Work	May	June	July	August	September	October	Totals
1	Mobilization	\$10,500.00						
2	Install Four 48" Cased Crossings	\$157,042.00	\$157,042.00	\$314,084.00				
3	Demobilization			\$0.00				
	Subtotals:	\$167,542.00	\$157,042.00	\$314,084.00				\$638,668.00
General Contractor - Nicholas Construction								
Item No.	Description of Work	May	June	July	August	September	October	Totals
1	Mobilization				\$20,000.00			
2	Install Interbasin Structures					\$80,000.00		
3	Install Carrier Pipes beneath Enos Lane				\$100,000.00			
4	Demobilization					\$20,000.00		
	Subtotals:				\$120,000.00	\$100,000.00		\$220,000.00
Materials Testing - Soils Engineering (SEI)								
Item No.	Description of Work	May	June	July	August	September	October	Totals
1	Compaction Testing and Materials Observation	\$16,000.00	\$8,530.00	\$8,530.00	\$8,530.00	\$10,000.00		\$51,590.00
Project Management and CM - Dee Jaspar & Associates, Inc. (DJA)								
Item No.	Description of Work	May	June	July	August	September	October	Totals
1	Project Management and Construction Inspection	\$16,396.35	\$16,396.33	\$16,396.33	\$16,396.33	\$16,396.33	\$16,396.33	\$98,378.00
2	Caltrans & Cal OSHA Permitting	\$10,000.00	\$10,000.00					\$20,000.00
		May	June	July	August	September	October	Totals
	<b>Monthly Cash Flow Forecast:</b>	\$648,023.29	\$347,360.22	\$460,308.47	\$305,040.47	\$334,469.47	\$16,396.33	\$2,111,598.25

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

PROPOSAL TO  
GROUNDWATER BANKING JOINT POWERS AUTHORITY  
WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT

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

Business Address: 14711 McCaffrey Street

in the City of Bakersfield, County of Kern,

State of California, Zip Code 93313.

Phone No. 661-808-0760.

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

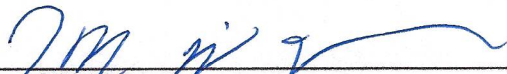
Pursuant to and in compliance with your notice inviting sealed proposals (the "Bids") and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work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

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

**SCHEDULE OF WORK ITEMS**

**WEST ENOS RECHARGE FACILITIES  
 EMERGENCY PROJECT**

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

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

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

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

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

**STATEMENTS BY BIDDER**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

(3) Telephone: 661-808-0760

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

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

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

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

**BID SECURITY DECLARATION**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

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

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

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

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

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

Lonnie A. Cross Land Leveling, Inc.

---

President - Kreg Cross

---

Vice President - Nathan Fallgatter

---

CFO / Treasurer - Nicolette Cross

---

Secretary - Karen Fallgatter

---

---

**ADDENDA ACKNOWLEDGMENT**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

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

Addenda Nos.

N/A

Respectfully submitted,

JM NW

Contractor or Authorized Representative

By LONNIE A. CROSS

LANDEUERLING INC.

P. O. BOX 10149

BAKERFIELD, LA  
93389

Complete Business Address

(661) 808-0760

(661) 809-2013

Telephone Number

✓  
FAX Number

547565

Contractor's License Number

Dated: 4/7/23

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

## CERTIFICATION OF BIDDERS AND QUALIFICATIONS

### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT

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

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

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

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

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

Signed this 07 day of April, 2023

Lonnie A. Cross Land Leveling, Inc.

Name of Bidder

547565

Contractor's License No.

June 30, 2023

Contractor's License Expiration Date



Signature of Bidder

President

Title of Signatory

**SAFETY PROGRAM CERTIFICATION**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

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

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

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

Signed this 07 day of April, 2023

Lonnie A. Cross Land Leveling, Inc.

Name of Bidder



Signature of Bidder

Kreg Cross - President

Title

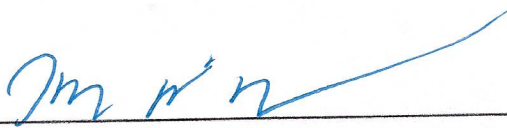
**NON-COLLUSION AFFIDAVIT**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**


State of California )  
 ) ss.  
County of Kern )

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

Witness my hand and official seal.

 (Corporate Seal)  
Signature

Subscribed and sworn to before me on April 07, 2023

 (Notary Seal)  
(Notary Public)

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

State of California

County of KERN

Subscribed and sworn to (or affirmed) before me on

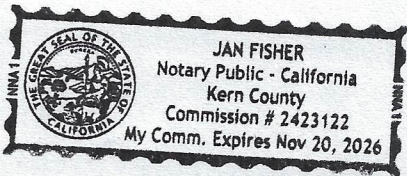
this 7 day of APRIL, 2023 by  
Date Month Year

(1) KREG CROSS

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

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

Signature: [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

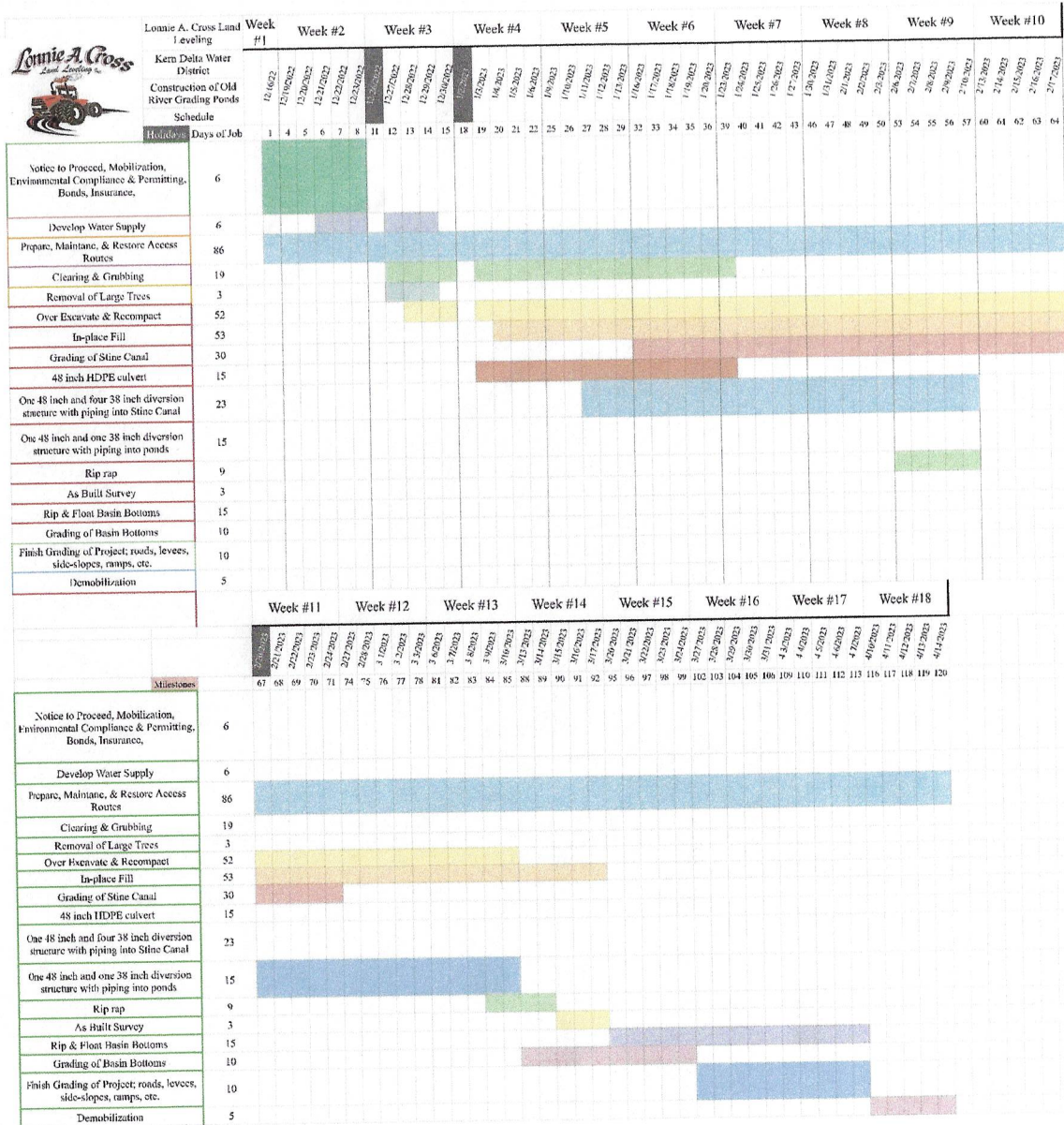
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: NON-COLLUSION AFFIDAVIT

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

Signer(s) Other Than Named Above: NONE







Lonnie A. Cross  
LandLeveling Inc.

Mailing Address: P.O. Box 10149

Bakersfield, CA 93389

Admin Phone: 661-808-0760

Kreg Cross (661) 809-2013

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

Contractor's License #547565

---

**4.7.23**

West Enos Recharge Facilities

Explanation of bid items

Curtis Skaggs, Matt Hooker

Item 1: Mobilization, Demobilization & Cleanup

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

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

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

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

Item 4: Existing Irrigation pipe removal and disposal:

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

Item 5: Keyway Beneath levee Embankment over-excavation:

Includes shrinkage.

Item 6: Levee embankment fill:

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

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

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

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

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

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

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

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

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

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

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

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

2% of project.

**Notes:**

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

## PROPOSAL

### DOCUMENT CHECKLIST

#### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT

Bid proposals shall include the following documents:

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

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

## PROPOSAL

### DOCUMENT CHECKLIST

#### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT

Bid proposals shall include the following documents:

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

PROPOSAL TO

GROUNDWATER BANKING JOINT POWERS AUTHORITY

WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT

Name of Bidder: CNSB, INC. DBA ALLSTATE BORING

Business Address: 7553 JENNON ST.

in the City of BAKERSFIELD, County of KERN,

State of CALIFORNIA, Zip Code 93314.

Phone No. 661-399-5000.

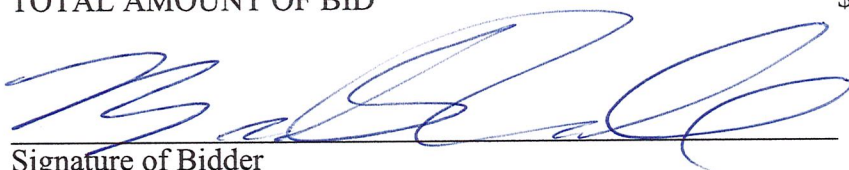
TO: BOARD OF DIRECTORS,  
GROUNDWATER BANKING JOINT POWERS AUTHORITY (GBJPA)

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

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

### SCHEDULE OF WORK ITEMS

#### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT

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

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

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

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



**STATEMENTS BY BIDDER**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

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

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

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

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

<u>Item</u>	<u>Calendar Days</u>
<u>48" x .625" Casinls</u>	<u>8 calendar days</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

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

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

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

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

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

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

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

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

- (1) Address: 7553 JENICO ST.  
BOMERSFIELD, CO. 80314
- (2) Type of firm: Individual \_\_\_\_\_  
 Partnership \_\_\_\_\_  
 Joint Venture \_\_\_\_\_  
 Corporation (S) CORP - CNSB, INC. DBA GILLSTATE BOREING
- (3) Telephone: 601-978-8589
- (4) Contractor's license: Primary class. A Lic. No. 872946  
 Supplemental classifications held, if any: CL01-DO9
- (5) Number of years as a contractor in construction work of this type: 17
- (6) Three projects of this type and complexity recently constructed by bidder:

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

**BID SECURITY DECLARATION**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

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

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

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

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

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

CNSB, Inc. DBA - Allstate Boring

Brian Sherrell - president, secretary, treasurer

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

**ADDENDA ACKNOWLEDGMENT**

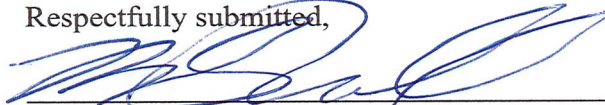
**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

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

Addenda Nos.

---

Respectfully submitted,



Contractor or Authorized Representative

By BRIAN SHERRELL

7553 JENICO DR. BAKERSFIELD, Ca. 93314

Complete Business Address

661-399-5000

Telephone Number

661-399-4144

FAX Number

872940

Contractor's License Number

Dated: 4-4-23

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

## CERTIFICATION OF BIDDERS AND QUALIFICATIONS

### WEST ENOS RECHARGE FACILITIES EMERGENCY PROJECT

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

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

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

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

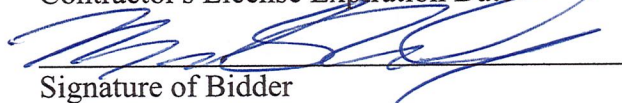
Furthermore, Bidder hereby certifies to GBJPA that all representations, certifications, and statements made by Bidder, as set forth in this bid, are true and correct and are made under penalty of perjury.

Signed this 4 day of APRIL, 2023

CNSB, INC. DBO ALLSTATE BORING  
Name of Bidder

872946  
Contractor's License No.

2-29-24  
Contractor's License Expiration Date

  
Signature of Bidder

PRESIDENT  
Title of Signatory

**SAFETY PROGRAM CERTIFICATION**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

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

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

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

Signed this 4 day of APRIL, 2023

CNSB, INC. DBA ALLSTATE BORING  
Name of Bidder

  
Signature of Bidder

PRESIDENT  
Title

# THE OHIO CASUALTY INSURANCE COMPANY

BOND NO.: CNSIN-001

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

CNSB, INC. DBA ALLSTATE BORING

BY: 

THE OHIO CASUALTY INSURANCE COMPANY

BY: 

MATTHEW R. DOBYNS, Attorney-in-Fact





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

February 5, 2024  
Agenda Item: 5aw1

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

Certificate No: **8208425-969327**

### POWER OF ATTORNEY

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

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

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



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

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

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS: Section 12. Power of Attorney.**  
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.**  
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

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



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of ORANGE

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

personally appeared MATTHEW R. DOBYNS

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



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

**WITNESS my hand and official seal.**

Signature of Notary

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)  LIMITED
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

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


**NON-COLLUSION AFFIDAVIT**

**WEST ENOS RECHARGE FACILITIES  
EMERGENCY PROJECT**

State of California )  
 )  
County of Kern ) ss.

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

Witness my hand and official seal.

  
Signature Brian Sherrell 4/5/2023

(Corporate Seal)

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

~~(Notary Public)~~

~~See Attached Jurat~~

~~(Notary Seal)~~

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

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

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Signature of Document Signer No. 1 \_\_\_\_\_ Signature of Document Signer No. 2 (if any) \_\_\_\_\_

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

State of California  
County of Kern

Subscribed and sworn to (or affirmed) before me  
on this 5th day of April, 2023,  
by \_\_\_\_\_ Date Month Year

(1) Brian Sherrell  
(and (2) \_\_\_\_\_ ),  
Name(s) of Signer(s)



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

Signature Nicole Kitchen  
Signature of Notary Public

Seal  
Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Non-Collusion Affidavit Document Date: 4/5/2023  
Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

# Allstate Boring Schedule and Exclusions

Date: April 5th 2023

## West Enos Recharge Facilities Emergency Project

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

### Construction schedule

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

### Exclusions & Stipulations

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

x   
Brian Sherrell - President

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



April 11, 2023

Proposal 23-242

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

Attn: Mr. Dan Bartel, General Manager

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

Dear,

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

**Soils and Grading**

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

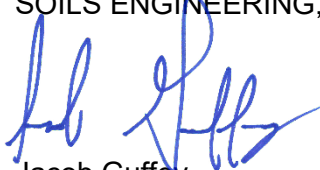
**Project Management:**

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

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

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

Respectfully submitted,  
SOILS ENGINEERING, INC.

  
Jacob Guffey  
Field Manager

  
On Man Lau  
Engineering Manager

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

## **THIS AGREEMENT**

**SEI PROPOSAL NO. 23-242**

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

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

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

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

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

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

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

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

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

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

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



**CONTRACT: Inspection Services & Misc. Materials Testing**

**SEI Proposal No. 23-242**

**Proposal: West Enos Recharge Facility**

**April 11, 2023**

**Location: Enos Lane, North of Goose Lake Slough, Kern County, CA**

**Page 2**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Soils Engineering, Inc.**

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

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

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

Date:

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



---

# 2023

# FEE SCHEDULE

---

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

---

### **Leadership Team**

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



---

## INTRODUCTION

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

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

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

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

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

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

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

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

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



## 2023 FEE SCHEDULE

### PROFESSIONAL STAFF RATES

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

### TECHNICAL STAFF RATES

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

### SURVEYING SERVICES

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

### DRILLING SERVICES

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

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



## 2023 FEE SCHEDULE

---

### **PREVAILING WAGE RATES – SOUTHERN CALIFORNIA**

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

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

### **PREVAILING WAGE RATES – NORTHERN CALIFORNIA**

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

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

---



## 2023 FEE SCHEDULE

---

### TRAVEL AND EXPENSES

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

### SOIL TESTING OR INSPECTIONS

#### RELATIVE COMPACTION TESTS

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

#### DENSITY & MOISTURE DETERMINATIONS

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

#### SOIL TESTS

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

---



## 2023 FEE SCHEDULE

---

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

### **SOIL STRENGTH, SHEAR AND CONSOLIDATION TEST**

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

### **ASPHALT & AGGREGATE TESTING OR INSPECTIONS**

#### **ASPHALTIC CONCRETE TESTING**

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

#### **AGGREGATE TESTING**

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

---





## 2023 FEE SCHEDULE

### CONCRETE / MASONRY TESTING OR INSPECTIONS

#### CONCRETE TESTING

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

#### MASONRY TESTING

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

### STRUCTURAL TESTING OR INSPECTIONS

#### REINFORCING STEEL

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

#### WELDING INSPECTION

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



## 2023 FEE SCHEDULE

---

### **STRUCTURAL STEEL**

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

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

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

### **STRUCTURAL BOLTING**

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

### **BRINELL HARDNESS**

Standard Indenter for Steel or Cast Iron (F Pins) (ASTM E10) .....	\$50.00/ea.
--	-------------

## **EQUIPMENT & MATERIALS**

### **MISCELLANEOUS EQUIPMENT**

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

---



## 2023 FEE SCHEDULE

---

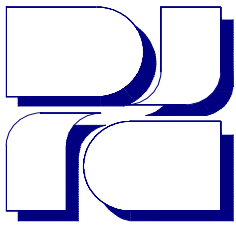
Roto Hammer / Demo Hammer.....	\$25.00/day
Submersible Pump.....	\$150.00/day
Water Level Meter.....	\$50.00/day
Water Quality Test Meter.....	\$50.00/day
Paint Thickness Meter.....	\$75.00/day

### **GEOPHYSICAL TESTING & EQUIPMENT**

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

---

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



February 5, 2024  
Agenda Item: 5.iii  
**DEE JASPAR & ASSOCIATES, INC.**  
CONSULTING CIVIL ENGINEERS  
2730 UNICORN ROAD, BLDG A  
BAKERSFIELD, CA 93308  
PHONE (661) 393-4796  
FAX (661) 393-4799

---

April 10, 2023

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

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

Mr. Bartel,

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

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

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

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

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

Thanks,

*Curtis Skaggs*

Curtis M. Skaggs, PE

February 5, 2024  
 Agenda Item: 5aiii  
**Dee Jaspar Associates**  
**Consulting Civil Engineers**

Groundwater Banking Joint Powers Authority West Enos Recharge Facility Project								
	Principal Engineer	Registered Engineer / Project Manager	Staff Engineer	Draftsperson	Survey Crew	Subconsultants	Miscellaneous	
Scope of Work	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Cost (\$)	Estimated Cost (\$)	Total
<b>1. Project Management and Construction Inspection</b>	\$217/hr	\$169.50/hr	\$133/hr	\$120.50/hr	\$157.5/hr	\$150/hr	Fixed Fee	
Project Correspondence and Meetings		80	80					\$24,200
Submittal and RFI Review and Correspondence		12	16					\$4,162
Change Order Review and Correspondence		12	12					\$3,630
Progress Payment Review and Correspondence		12	12					\$3,630
Site Inspection, Quality Control, and Daily Reporting		80	300				1650	\$55,110
Project Close-Out and As-Builts		12	16					\$4,162
Permitting Compliance		8	16					\$3,484
<b>Subtotal:</b>	0	216	452	0	0	0	1650	\$98,378
<b>Total Hours Estimated:</b>	0	216	452	0	0	0	1650	
<b>Total Engineering Estimate:</b>	\$0	\$36,612	\$60,116	\$0	\$0	\$0	\$1,650	\$98,378