

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

December 9, 2024
8:00 AM

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

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

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

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

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

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

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

CALL TO ORDER 8:00 a.m.

ROLL CALL Directors Pierucci, Selvidge, Reinhart, Swan

**PUBLIC COMMENT
NOTICE**

If you wish to address the Board of Directors on any item, please submit a request to speak via the “chat” feature available when joining the meeting virtually. Remarks are limited to three minutes per speaker on each subject. You may also submit a public comment in advance of the meeting by emailing mmisuraca@rrbwsd.com before 5:00 p.m. on December 8, 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) **Consideration of Meeting Minutes August 05, 2024**

4. JPA ADMINISTRATIVE AND FINANCIAL REPORT

- a) **Consideration of Fiscal Year End June 30,2024 Audit and Financial Statements (Eilleen)**
- b) **Consideration of Quarterly Budget to Actual (Eileen)**
- c) **Consideration of Appointment of Assistant Treasurer (Neveen)**

5. KERN FAN GROUNDWATER STORAGE PROJECT

- a) Engineering (Dan)
 - i. Design Update (Dan)
 - ii. Construction Update (Dan)
 - 1. **Ratification of Change Orders No.1 & 2 - RLH**
 - 2. **Consideration of Stockdale North Earthwork Bids**
 - iii. Conveyance Alternative Update (Dan)
- b) **Consideration of WSIP Early Funding (Fiona)**
- c) State Agreements Update (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

9. OPEN SESSION

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

10. ADJOURN

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

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

DECLARATION OF POSTING: I, Megan Misuraca, declare under penalty of perjury, that I am employed by the Rosedale-Rio Bravo Water Storage District and I posted the foregoing Agenda at the District Office on or before December 5, 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 December 5, 2024.

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

August 5, 2024
2:00 PM

DIRECTORS AND ALTERNATES PRESENT

Roy Pierucci
Peer Swan
Doug Reinhart
Jason Selvidge

DIRECTORS ABSENT

OTHERS PRESENT

Doug Gosling- JPA Legal Counsel
Dan Bartel- RRBWSD
Megan Misuraca- RRBWSD
Paul Cook- IRWD
Paul Weghorst- IRWD
Fiona Sanchez-IRWD
Christopher Smithson- IRWD

CALL TO ORDER

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

PUBLIC COMMENT NOTICE

There were no public comments.

1. COMMUNICATIONS TO THE BOARD

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

2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED

None.

3. CONSENT ITEMS

- a) Meeting Minutes May 13, 2024

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

4. JPA ADMINISTRATIVE AND FINANCIAL REPORT

- a) Consideration of Quarterly Budget to Actual and Cash Call - Upon the Board's review of Mr. Smithson's report a motion was made by

Director Reinhart with a second by Director Selvidge to receive and file the 4th Quarter FYE June 30, 2024, budget to actual report and approve a May 2024 cash call in the amount of \$3 million where \$1.5 million is contributed by each partner. 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. Construction Update- Mr. Bartel briefed the Board on the latest construction activities reporting there was a change order required to deepen the bore pit at West Enos to accommodate an oil pipeline.
 - iii. Conveyance Alternative- Mr. Bartel briefed the Board on the latest activities and meetings with various entities to partner on a conveyance alternative for the Kern Fan Project.
- b) Grant Funding Update- Mrs. Sanchez briefed the Board on the latest efforts to secure additional grant funding.
- c) Small Storage Funding Concept- Ms. Sanchez reviewed a PowerPoint presentation of the proposed South Valley Project to apply for an upcoming Small Storage Program Funding opportunity and reported staff are preparing a feasibility study for submittal to the Bureau of Reclamation by August 15 to be eligible for the funding.
- d) State Agreements Update- Ms. Sanchez briefed the Board on latest efforts to obtain agreements with the Department of Water Resources and KCWA.

6. GENERAL MANAGER'S REPORT

No report.

7. OTHER BUSINESS

Mr. Bartel briefed the Board on Rosedale-Rio Bravo Water Storage Districts current position and reviewed the current obstacles the JPA must overcome for the project to continue to be viable.

8. CLOSED SESSION

None.

9. OPEN SESSION

N/A

10. ADJOURN

Director Pierucci adjourned the meeting at approximately 3:30PM.

ATTEST:

Authority Secretary
Doug Gosling

December 9, 2024
Prepared by: Herbert Ng
Agenda Item: 4a

FY 2023-24 FINANCIAL REPORT

DISCUSSION:

The Groundwater Banking Joint Powers Authority (GBJPA) hired Davis Farr, LLP, an outside audit firm, to conduct an audit of the GBJPA's financial statements for the Fiscal Year (FY) ended June 30, 2024. Davis Farr has completed its audit and concluded that in all material aspects, the financial statements fairly present the GBJPA's financial position as of June 30, 2024 and conform with generally accepted accounting principles. The FY 2023-24 Financial Report was prepared by GBJPA as required by the California Government Code Section 6505. The Financial Report, including audited financial statements, accompanying auditor's report, and Management's Discussion and Analysis of significant changes, is provided as Exhibit "A".

Provided as Exhibit "B" is the required Auditor Communication pursuant to the Statement on Auditing Standards 114 *The Auditor's Communication with Those Charged with Governance*. The letter reflects the auditor's understanding of key management assumptions and practices, and notes that there were no disagreements with management during the scope of the audit.

RECOMMENDATION:

Approve the Fiscal Year 2023-24 financial report and accept the annual audit as presented.

LIST OF EXHIBITS:

Exhibit "A" – FY 2023-24 Financial Report

Exhibit "B" – SAS 114 Auditor's Communication with Those Charged with Governance from
Davis Farr LLP

EXHIBIT "A"

Groundwater Banking Joint Powers Authority

Financial Statements

Fiscal Year Ended June 30, 2024

Groundwater Banking Joint Powers Authority

Financial Statements

Fiscal Year Ended June 30, 2024

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Independent Auditor’s Report

Board of Directors
Groundwater Banking Joint Powers Authority
Irvine, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Groundwater Banking Joint Powers Authority (the “GBJPA”) as of and for the year June 30, 2024, and the related notes to the financial statements, which collectively comprise the GBJPA’s basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the GBJPA, as of June 30, 2024, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the GBJPA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

The GBJPA’s management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the GBJPA’s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the GBJPA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the GBJPA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the *management's discussion and analysis* be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Report on Summarized Comparative Information

We have previously audited the GBJPA’s 2023 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 24, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 18, 2024 on our consideration of the GBJPA’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the GBJPA’s internal control over financial reporting and compliance.



Irvine, California
November 18, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

The following discussion and analysis of the financial performance of the Groundwater Banking Joint Powers Authority (GBJPA) provides an overview of GBJPA's financial activities for the fiscal year ended June 30, 2024. This section should be read in conjunction with the basic financial statements and notes to the basic financial statements, which follow this analysis.

Financial Highlights:

- Total assets exceeded total liabilities by \$19.0 million (net position), consisting of \$13.8 million in investment in capital assets and \$5.2 million unrestricted net position. This is an increase of \$5.1 million over the prior fiscal year's net position of \$13.9 million.
- Total assets are \$19.4 million, an increase of \$5.3 million over the prior fiscal year. This is due primarily to a \$1.7 million increase in cash, \$1.5 million in pending grant reimbursements, and \$2.1 million in additional construction related capital expenditures for the Kern Fan Groundwater capital project.
- Total liabilities are \$393,463, an increase of \$211,809 over the prior fiscal year. The increase is due primarily to a \$317,796 increase in the Kern Fan Groundwater capital project and a \$22,588 increase in administrative costs, partially offset by a \$128,574 decrease in accruals for the West Enos Recharge Facility.
- Total revenues are \$491,785, an increase of \$292,238 or 146.5 percent over the prior fiscal year. Total operating revenues are \$486,072, an increase of \$289,882 over the prior fiscal year. This is primarily due to a \$322,057 increase in member agencies' contributions for funding the current fiscal year's operating expenses, partially offset by a \$32,175 decrease in lease revenue.
- Total operating expenses are \$491,785, an increase of \$292,238 over the prior fiscal year. This is due primarily to a \$273,995 increase in contractual services for the West Enos Recharge Facility and a \$18,243 increase in general and administrative expenses.
- Capital contributions are \$5.1 million, an increase of \$3.2 million over the prior fiscal year. This is primarily due to a \$2.6 million increase in federal grant contributions and a \$677,944 increase in current fiscal year's cash contributions from the member agencies for the Kern Fan Groundwater capital project.

More detailed analysis about the overall GBJPA's financial position and operations is provided in the following sections.

Overview of the Financial Statements:

The basic financial statements of the GBJPA consist of the financial statements (Statement of Net Position, Statement of Revenues, Expenses and Changes in Net Position, and Statement of Cash Flows) and notes to the basic financial statements. The basic financial statements are prepared using the accrual basis of accounting.

Statement of Net Position depicts GBJPA's financial position as of June 30, the end of GBJPA's fiscal year. The statement of net position shows all financial assets and liabilities of the GBJPA. Net position represents GBJPA's residual interest after liabilities are deducted from assets. Net position is displayed in two components: net investment in capital assets and unrestricted net position.

Statement of Revenues, Expenses and Changes in Net Position provides information on GBJPA's operations and can be used to determine whether the GBJPA has recovered all of its costs through operating and non-operating revenues.

MANAGEMENT’S DISCUSSION AND ANALYSIS

Overview of the Financial Statements (Continued):

Statement of Cash Flows provides information on GBJPA’s cash receipts, cash payments and changes in cash resulting from operations and investments activities.

Notes to the Basic Financial Statements provide additional information essential to a full understanding of the data provided in the basic financial statements.

Financial Analysis of the GBJPA:

The following condensed schedules contain summary financial information extracted from the basic financial statements to assist general readers in evaluating GBJPA’s overall financial position and results of operations as described in this Management’s Discussion and Analysis (MD&A).

Financial Position Summary:

The Statement of Net Position reflects GBJPA’s financial position as of June 30, 2024. A condensed summary of the total net position as of June 30 is set forth below:

Table 1 – Summary of Net Position

	2024	2023	Increase/(Decrease)	
			Amount	Percentage
Assets				
Current assets	\$ 5,584,492	\$ 2,381,383	\$ 3,203,109	134.5%
Noncurrent assets	13,824,063	11,744,969	2,079,094	17.7%
Total assets	19,408,555	14,126,352	5,282,203	37.4%
Liabilities				
Current liabilities	393,463	181,654	211,809	116.6%
Total liabilities	393,463	181,654	211,809	116.6%
Net position				
Investment in capital assets	13,824,063	11,744,969	2,079,094	17.7%
Unrestricted	5,191,029	2,199,729	2,991,300	136.0%
Total net position	\$ 19,015,092	\$ 13,944,698	\$ 5,070,394	36.4%

As shown in Table 1, GBJPA’s total assets increased \$5.3 million during the current fiscal year. Current assets were \$5.6 million, an increase of \$3.2 million compared to the prior fiscal year. This is primarily due to a \$1.7 million increase in contributions from the member agencies to fund various capital and operating activities which were subsequently deferred and a \$1.5 million increase in grants receivable reimbursement for the Kern Fan Groundwater capital project.

Noncurrent assets, which include land and construction in progress, were \$13.8 million, an increase of \$2.1 million from the prior fiscal year. The increase was due primarily to construction related capital expenditures for the Kern Fan Groundwater capital project.

GBJPA’s total liabilities were \$393,463, an increase of \$211,809 from the prior fiscal year. The increase is due primarily to a \$317,796 increase in the Kern Fan Groundwater capital project and a \$22,588 increase in administrative costs, partially offset by a \$128,574 decrease in accruals for the West Enos Recharge Facility expenses.

MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

Financial Position Summary (Continued):

Net position at the end of the current fiscal year is \$19.0 million representing the excess of total assets over total liabilities. Net position increased \$5.1 million from the prior fiscal year. Net position consists of investment in capital assets of \$13.8 million and an unrestricted net position for water services of \$5.2 million. The increase in net position is primarily due to \$3.0 million in unrestricted net position and \$2.1 in capital assets additions.

Activities and Changes in Net Position:

The Statement of Revenues, Expenses and Changes in Net Position summarizes GBJPA's operations during the current fiscal year. A summary of GBJPA's changes in net position for the fiscal year ended June 30, 2024, is included in Table 2 below:

Table 2 – Revenues, Expenses and Changes in Net Position

	2024	2023	Increase/(Decrease)	
			Amount	Percentage
Operating revenues				
Member agency fees:				
Irvine Ranch Water District	\$ 243,036	\$ 82,008	\$ 161,028	196.4%
Rosedale-Rio Bravo Water Storage District	243,036	82,007	161,029	196.4%
Lease revenue	-	32,175	(32,175)	-100.0%
Total operating revenues	486,072	196,190	289,882	147.8%
Nonoperating revenues				
Interest revenue	5,713	3,357	2,356	70.2%
Total non-operating revenues	5,713	3,357	2,356	70.2%
Total revenues	491,785	199,547	292,238	146.5%
Operating expenses				
Contractual services	425,897	151,902	273,995	180.4%
General and administrative	65,888	47,645	18,243	38.3%
Total operating expenses	491,785	199,547	292,238	146.5%
Income (loss) before capital contributions	-	-	-	0.0%
Capital contributions				
Irvine Ranch Water District	1,256,964	917,992	338,972	36.9%
Rosedale-Rio Bravo Water Storage District	1,256,965	917,993	338,972	36.9%
Capital grant contributions	2,556,465	-	2,556,465	100.0%
Total capital contributions	5,070,394	1,835,985	3,234,409	176.2%
Changes in net position	5,070,394	1,835,985	3,234,409	176.2%
Beginning net position	13,944,698	12,108,713	1,835,985	15.2%
Ending net position	\$ 19,015,092	\$ 13,944,698	\$ 5,070,394	36.4%

Revenues: As shown in Table 2, GBJPA's operating revenues total \$486,072 or 98.8 percent of total revenues. Operating revenues increased by \$289,882 from the prior fiscal year. Member agency fees contributed \$486,072 or 100.0 percent to total operating revenues. The increase in total operating revenues is primarily due to \$322,057 more in member agencies' contributions to fund operating expenses, partially offset by a \$32,175 decrease in lease revenue.

MANAGEMENT’S DISCUSSION AND ANALYSIS (Continued)

Activities and Changes in Net Position (Continued):

Nonoperating revenues total \$5,713 and account for 1.2 percent of the total revenues. This is an increase of \$2,356 or 70.2 percent from the prior fiscal year. The increase is due to interest revenue earned on the bank deposits.

Expenses: As shown in Table 2, \$491,785 operating expenses consisted of 86.6 percent contractual services and 13.4 percent general and administrative costs. Operating expenses increased \$292,238 due primarily to:

- An increase of \$273,995 in contractual services for the West Enos Recharge Facility.
- An increase of \$18,243 in general and administration expense due to higher administration costs.

Capital Contributions:

Capital contributions total \$5.1 million consisting of \$1.3 million in contributions from the Irvine Ranch Water District, \$1.3 million in contributions from the Rosedale-Rio Water Storage District, and \$2.6 million from federal grant contributions for capital expenditures of the Kern Fan Groundwater capital project.

Capital Assets:

GBJPA’s investment in capital assets consists of the following as of June 30, 2024:

Table 3 – Capital Assets

	2024	2023	Increase/(Decrease)	
			Amount	Percentage
Land	\$ 8,996,494	\$ 8,996,494	\$ -	0.0%
Construction in progress	4,827,569	2,748,475	2,079,094	75.6%
Total	\$ 13,824,063	\$ 11,744,969	\$ 2,079,094	17.7%

As shown in Table 3, capital assets increased \$2.1 million in the current fiscal year. Construction in progress added \$2.1 million during the current fiscal year for additional construction related capital expenditures for the Kern Fan Groundwater capital project. Additional information on GBJPA’s capital assets can be found in Note 3 of the Notes to the Basic Financial Statements.

Contacting the District’s Financial Management:

This financial report is designed to provide a general review of the GBJPA’s finances to show accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Treasurer at the Groundwater Banking Joint Powers Authority, 849 Allen Road, Bakersfield, California 93314.

Groundwater Banking Joint Powers Authority

Statement of Net Position

June 30, 2024

(with comparative data as of June 30, 2023)

	<u>2024</u>	<u>2023</u>
ASSETS		
Current assets:		
Cash	\$ 4,108,083	\$ 2,367,383
Grants receivable	1,473,659	-
Prepaid items	2,750	14,000
Total current assets	<u>5,584,492</u>	<u>2,381,383</u>
Noncurrent assets:		
Capital assets, non-depreciable	13,824,063	11,744,969
Total noncurrent assets	<u>13,824,063</u>	<u>11,744,969</u>
TOTAL ASSETS	<u>19,408,555</u>	<u>14,126,352</u>
 LIABILITIES		
Current liabilities:		
Accounts payable	393,463	181,654
TOTAL LIABILITIES	<u>393,463</u>	<u>181,654</u>
 NET POSITION		
Investment in capital assets	13,824,063	11,744,969
Unrestricted	5,191,029	2,199,729
TOTAL NET POSITION	<u>\$ 19,015,092</u>	<u>\$ 13,944,698</u>

See accompanying notes to the basic financial statements.

Groundwater Banking Joint Powers Authority
Statement of Revenues, Expenses and Changes in Net Position
For the Fiscal Year Ended June 30, 2024
(with comparative data for the Fiscal Year Ended June 30, 2023)

	2024	2023
OPERATING REVENUES		
Member agency fees:		
Irvine Ranch Water District	\$ 243,036	\$ 82,008
Rosedale-Rio Bravo Water Storage District	243,036	82,007
Lease revenue	-	32,175
Total operating revenues	486,072	196,190
OPERATING EXPENSES		
Contractual services	425,897	151,902
General and administrative		
Administration	46,357	31,750
Audit	5,750	5,000
Bank charges	5,713	3,482
Insurance	6,171	5,542
Website maintenance	900	900
Other	997	971
Total operating expenses	491,785	199,547
Operating income (loss)	(5,713)	(3,357)
NONOPERATING REVENUES		
Interest revenue	5,713	3,357
Total nonoperating revenues	5,713	3,357
Income (loss) before capital contributions	-	-
CAPITAL CONTRIBUTIONS		
Member Agency Contributions		
Irvine Ranch Water District	1,256,964	917,992
Rosedale-Rio Bravo Water Storage District	1,256,965	917,993
Capital grant contributions	2,556,465	-
Total capital contributions	5,070,394	1,835,985
Increase (decrease) in net position	5,070,394	1,835,985
NET POSITION AT BEGINNING OF YEAR	13,944,698	12,108,713
NET POSITION AT END OF YEAR	\$ 19,015,092	\$ 13,944,698

See accompanying notes to the basic financial statements.

Groundwater Banking Joint Powers Authority
Statement of Cash Flows
For the Fiscal Year Ended June 30, 2024
(with comparative data for the Fiscal Year Ended June 30, 2023)

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from member agencies and others	\$ 486,072	\$ 196,190
Cash paid to suppliers of goods and services	(586,521)	(78,015)
Net cash provided by (used for) operating activities	(100,449)	118,175
 CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(1,761,299)	(548,096)
Capital contributions	3,596,735	1,835,985
Net cash provided by (used for) capital and related financing activities	1,835,436	1,287,889
 CASH FLOWS FROM INVESTING ACTIVITIES		
Cash received from interest earned on bank deposits	5,713	3,357
Net cash provided by (used for) investing activities	5,713	3,357
 Net increase (decrease) in cash	1,740,700	1,409,421
 Cash at beginning of year	2,367,383	957,962
 Cash at end of year	\$ 4,108,083	\$ 2,367,383
 RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES		
Operating income (loss)	\$ (5,713)	\$ (3,357)
Adjustments to reconcile operating income to net cash provided by (used for) operating activities:		
(Increase) decrease in prepaid items	11,250	(10,833)
Increase (decrease) in accounts payable	(105,986)	132,365
Net cash provided by (used for) operating activities	\$ (100,449)	\$ 118,175

See accompanying notes to the basic financial statements.

Groundwater Banking Joint Powers Authority

Notes to the Basic Financial Statements

For the Fiscal Year Ended June 30, 2024

(1) Summary of Significant Accounting Policies

A. Reporting Entity

The Groundwater Banking Joint Powers Authority (GBJPA) was formed in July 2020 as a joint owners authority under the California Government Code section 6500. The GBJPA was formed to finance, construct and operate the Kern Fan Groundwater Storage Project which will recharge and store up to 100,000 acre-feet (AF) of water, primarily during wet periods, in the Kern County Groundwater Sub-basin of the San Joaquin Valley Groundwater Basin for subsequent recovery and use for public and non-public benefit. GBJPA's member agencies are the Irvine Ranch Water District and the Rosedale-Rio Bravo Water Storage District with each agency having a 50% share in the GBJPA.

B. Basic Financial Statements

The basic financial statements are comprised of the Statement of Net Position, the Statement of Revenues, Expenses and Changes in Net Position, the Statement of Cash Flows, and the Notes to the Basic Financial Statements.

C. Basis of Accounting and Measurement Focus

GBJPA's financial activities are accounted as an enterprise fund (proprietary fund type). A fund is an accounting entity with a self-balancing set of accounts established to record the financial position and results of operations of a specific governmental activity. The activities of the enterprise fund closely resemble those of ongoing businesses in which the purpose is to conserve and add to basic resources while meeting operating expenses from current revenues. The enterprise fund accounts for operations that provide services on a continuous basis and are substantially financed by revenues derived from water sales and member charges. The enterprise fund utilizes the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and expenses are recognized in the period incurred, regardless of when the related cash flow takes place.

The GBJPA distinguishes operating revenues and expenses from nonoperating items. Until completion of the construction, the operating revenues and expenses of the project represent contributions by the member agencies to fund operating expenses. All revenues and expenses not meeting this definition will be reported as nonoperating revenues and expenses. Capital contributions will consist of contributions from member agencies and any grant funding for the capital assets. When both restricted and unrestricted resources are available for use, the GBJPA uses restricted resources and then unrestricted resources.

D. Cash

GBJPA's cash is considered to be demand deposits with a bank.

E. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

F. Capital Assets

Capital assets, which include construction in progress and land, are valued at cost. The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized. Donated assets are valued at their estimated acquisition value on the date received.

Groundwater Banking Joint Powers Authority

Notes to the Basic Financial Statements, Continued

For the Fiscal Year Ended June 30, 2024

(1) Summary of Significant Accounting Policies (Continued)

G. Net Position

Net position is categorized as follows:

- **Net Investment in Capital Assets** – This component of net position consists of capital assets, net of accumulated depreciation reduced by any debt outstanding against the acquisition, construction or improvement of those assets.
- **Restricted Net Position** – This component of net position consists of constraints placed on net position use through external constraints imposed by creditors, grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted Net Position** – This component of net position consists of net position that does not meet the definition of restricted or net investment in capital assets.

H. Use of Estimates

The preparation of the basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

I. Comparative Financial Statements and Reclassifications

The information included in the accompanying financial statements for the prior year has been presented for comparison purposes only and does not represent a complete presentation in accordance with generally accepted accounting principles. Certain amounts presented in the prior year financial statements have been reclassified in order to be consistent with the current year's presentation.

(2) Cash and Investments

Cash as of June 30, 2024 consists of \$4,108,083 demand deposits with a bank.

Investments Authorized by the California Government Code

The following table identifies the investment types that are authorized for the GBJPA by the California Government Code, although as of June 30, 2024, the GBJPA does not have any of these types of investments. The table also identifies certain provisions of the California Government Code that address interest rate risk and concentration of credit risk.

<u>Authorized Investment type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage Allowed</u>	<u>Maximum Investment In One Issuer</u>
Local Agency Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Medium-Term Notes	5 years	30%	None
Local Agency Investment Fund (LAIF)	N/A	None	None

Groundwater Banking Joint Powers Authority

Notes to the Basic Financial Statements, Continued

For the Fiscal Year Ended June 30, 2024

(2) Cash and Investments (Continued)

Custodial Credit Risk

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure public agency deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Disclosure Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by assignment of a rating by a nationally recognized statistical rating organization.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates.

(3) Capital Assets

Capital assets activity for the fiscal year ended June 30, 2024 is as follows:

	Balance at June 30, 2023	Additions	Deletions	Balance at June 30, 2024
Capital assets, non-depreciable:				
Land	\$ 8,996,494	\$ -	\$ -	\$ 8,996,494
Construction in progress	2,748,475	2,079,094	-	4,827,569
Total	\$ 11,744,969	\$ 2,079,094	\$ -	\$ 13,824,063



REQUIRED AUDIT COMMUNICATIONS

Board of Directors
Groundwater Banking Joint Powers Authority
Irvine, California

We have audited the financial statements of the Groundwater Banking Joint Powers Authority (the "GBJPA") as of and for the year ended June 30, 2024 and have issued our report thereon dated November 18, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated April 2, 2024 our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the GBJPA solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence under the American Institute of Certified Public Accountants ("AICPA") independence standards, contained in the Code of Professional Conduct.

Significant Risks Identified

We have identified the following significant risks:

- Compliance with Federal Grant Requirements. We reviewed the GBJPA's schedule of federal expenses and selected major programs to test for compliance with federal grant requirements.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the GBJPA is included in Note 1 to the financial statements. There has been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2024. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

There are no significant accounting estimates affecting the financial statements.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the GBJPA's financial statements relate to commitments and contingencies as communicated within the footnotes.

Significant Difficulties Encountered during the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Uncorrected misstatements or matters underlying those uncorrected misstatements

could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected misstatements noted.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following material misstatement that we identified as a result of our audit procedures was brought to the attention of, and corrected by, management: additional accrual of grant revenue receivable.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the GBJPA's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letter dated November 18, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings or Issues

In the normal course of our professional association with the GBJPA, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the GBJPA's auditors.

Other Information Included in the Annual Report

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the GBJPA's annual report, does not extend beyond the information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the information and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the Board of Directors, and management of the GBJPA and is not intended to be and should not be used by anyone other than these specified parties.

Davis Fan LP

Irvine, California
November 18, 2024

December 9, 2024
Prepared by: Fiona
Sanchez/Elizabeth Pham
Agenda Item: 4b

FY 2024-25 Quarterly Actual to Budget Results

DISCUSSION:

The quarterly unaudited actual to budget results for the three-month period ended September 30, 2024 is attached as Exhibit "A". The report separates capital and operating expenditures.

The three-month year to date total net expenditures were \$1.3 M compared to a budget of \$1.9 M. Actual net expenditures were \$605 thousand or 32% under budget. This is primarily due to the timing of construction expenses. The full year approved FY 2024-25 budget is also included. Exhibit "A" provides additional comments.

Based on the proposed FY2024-25 second and third quarter budget, a cash call for \$1.5M is requested in December 2024. Each partner will be requested to fund \$750 thousand into the GBJPA bank account in December 2024.

RECOMMENDATION:

That the Board approve a cash call in the amount of \$1.5 million.

LIST OF EXHIBITS:

Exhibit "A" – FY 2024-25 Actual to Budget Results (Unaudited)

Exhibit "A"
Groundwater Banking Joint Powers Authority

Actual to Budget Results (Unaudited)

Fiscal Year 2024-25

(in hundreds)

	Actual 09/30/24 (Unaudited)	Budget FY 2024-25	Budget to Actual (Over)/Under	Budget Variance %	FY2024-25 Budget Variance/Forecast Comments
Kern Fan Groundwater Capital Project					
Engineering - Planning and Design Staff	\$ 18,000	\$ 20,300	\$ 2,300	11%	Timing of Expenditures
Grant Administration and Reporting	-	3,600	3,600	100%	Timing of Expenditures
CWC and USBR Feasibility Studies	34,600	500	(34,100)	-6820%	New federal funding feasibility study
JPA Administration	18,400	13,900	(4,500)	-32%	
Supplemental Environmental Impact Report	-	5,800	5,800	100%	Will not start until Q3.
Agreements with State Agencies	500	3,600	3,100	86%	Most of effort in Q3.
Engineering Design - Consultants	7,900	585,000	577,100	99%	Timing of Expenditures
Engineering CA&I - Outside	33,200	225,000	191,800	85%	Timing of Expenditures
Construction	1,160,300	1,327,500	167,200	13%	Timing of Expenditures
Legal JPA	2,800	3,900	1,100	28%	
Development of Agreement with FWS	-	-	-	0%	Will not start until Q3 or Q4.
Development of Agreement with DWR	-	-	-	0%	Will not start until Q3.
Environmental Permitting	8,400	2,600	(5,800)	-223%	Will not start until Q3.
	-	500	500	100%	
Capital Project Total	1,284,100	2,192,200	908,100	41%	
Operating Expense					
West Enos Recharge Facility	-	-	-	0%	
Administration/Management	9,300	17,700	8,400	47%	
Audit	-	-	-	0%	
Bank Charges	2,800	1,500	(1,300)	-87%	
Insurance	1,300	1,700	400	24%	
Membership	3,100	-	(3,100)	0%	
Website Maintenance	200	-	(200)	0%	
Utilities	-	-	-	0%	
Operating Expense Total	16,700	20,900	4,200	20%	
Revenue					
Interest Revenue	(2,800)	(1,500)	1,300	87%	
Grants	-	(308,600)	(308,600)	-100%	USBR Small Storage Grant
Revenue Total	(2,800)	(310,100)	(307,300)	-99%	
Total	\$ 1,298,000	\$ 1,903,000	\$ 605,000	32%	

December 9, 2024
Prepared by: N. Adly
Agenda item:4c

Appointment of Assistant Treasurer

DISCUSSION:

Staff recommends that the Board appoint Ms. Eileen Lin, Director of Accounting and Treasury at the Irvine Ranch Water District, as the Assistant Treasurer of the Groundwater Banking Joint Powers Authority effective immediately. Jennifer Davis was appointed as Assistant Treasurer at the February 6, 2023 meeting and will remain in the position moving forward.

The current Resolution and Certificate of Incumbency names the Board of Directors, General Manager, Treasurer and Assistant Treasurers as Authorized Signers to establish new accounts, close accounts and to enter into agreements for treasury/cash management services.

RECOMMENDATION:

That the Board appoint Eileen Lin as a Groundwater Banking Joint Powers Authority Assistant Treasurer effective immediately.



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

November 29, 2024

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

Re: West Enos Recharge Facilities Project
Weekly Report (Week 42)

Mr. Bartel,

This serves as a project update for Weeks 39-42 of the West Enos Recharge Facilities Project.

Earthwork Phase – Lonnie Cross

Project Status as of:	11-29-24	Contract Totals	
Notice to Proceed ¹ :	2-9-24	Contract Amount:	\$1,148,849.53
Contract Duration:	150	Change Orders:	\$31,845.52
Completion Date:	7-8-24	Revised Amount:	\$1,180,695.05
Elapsed Days:	304	Work Completed:	\$1,174,352.37
Remaining Days:	-	% Completed:	99%
Change Order – Days:	-		

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

Lonnie Cross Land Leveling has completed all the work they can do and they have demobilized the project site. They will return at a later date to complete the last of the levee embankment fill in the area of the bore pit.

Cased Crossing Phase – Allstate Boring

Project Status as of:	11-29-24	Contract Totals	
Notice to Proceed ¹ :	2-29-24	Contract Amount:	\$678,388.00
Contract Duration:	90	Change Orders:	\$186,553.00
Completion Date:	5-29-24	Revised Amount:	\$864,941.00
Elapsed Days:	274	Work Completed:	\$708,346.00
Remaining Days:	-	% Completed:	82%
Change Order – Days:	-		

Allstate Boring completed the casing installation for all four cased crossings beneath Enos Lane and has demobilized the project. They have work remaining that involves a cased crossing across Stockdale Highway for the Stockdale North Project. A preconstruction meeting was held in the field on November 27, 2024 with Caltrans. Work is expected to begin in the next thirty days.

Structures Package Phase – RLH Fire Protection, Inc.

Project Status as of:	11-29-24	Contract Totals	
Notice to Proceed ¹ :	5-15-24	Contract Amount:	\$1,547,230.00
Contract Duration:	180	Change Orders:	\$204,724.37
Completion Date:	11-11-24	Revised Amount:	\$1,751,954.37
Elapsed Days:	198	Work Completed:	\$901,324.82
Remaining Days:	-	% Completed:	58%
Change Order – Days:	-		

RLH continued work on backfill and compaction around the 27-inch PIP PVC recovery pipeline heading east through the Superior Basins. They worked on pipe installation, backfill, and compaction of the 27” PIP PVC pipe. They are waiting on the materials for the connection to the existing 30” Superior Basin piping.

RLH also commenced work on the Goose Lake Turnout. They excavated for the structure and the piping through the levee embankment. They completed over-excavation and re-compaction beneath the headwall structures and installed the structures. They have also placed a 6” thick slurry bedding for the line and grade of the HDPE pipes through the levee and are currently working on the reinforced concrete collar.

Sincerely,

Curtis Skaggs
Curtis M. Skaggs, P.E.

Pictures (11-4-24 thru 11-27-24)



Backfilling above pipe around STA 75+00



Compaction Efforts Around Pipe Zone, Location of Air Release Valve



Soil Compacted at Top of Pipe Near STA 86+00, Facing Easterly



Trench Backfilled Two Feet Above the Pipe



Excavating Basin Structure Bottom for Goose Lake Turnout



Compacting the Base for the Turnout Structure



Placing Turnout Structures



Line and Grade for Slurry Bedding



Placing Slurry Bedding



Goose Lake Turnout Structure



Excavating for Cutoff Collar

GBJPA
West Enos Recharge Facilities Project – Structures
Contract 5.13.2024

Contract Change Order No. 1

Date: 10/8/24

To: GBJPA
849 Allen Rd.
Bakersfield, CA 93314

From: RLH Fire Protection, Inc.
P.O. Box 42470
Bakersfield, CA 93384

This Change Order modifies and amends the provisions of the Contract dated 5/13/2024 by and between GBJPA “Owner” and RLH Fire Protection, Inc. “Contractor”. The following items are hereby changed:

1. Stockdale Highway Cased Crossing for Stockdale North	\$186,595.67
2. K-Rail Installation on East Side of Enos Ln	\$25,791.93
3. Utility Locating & Potholing in Enos Ln for Cased Crossing	\$1,354.68
4. Additional Fittings to Account for Deeper Cased Crossing	\$54,818.98
5. Credit for Eliminating Interbasin Piping from Contract	<u>(\$63,836.89)</u>

Total Change Order No. 1: \$204,724.37

As a result of the changes described above, the amount payable to Contractor is modified as follows:


1. Increase the contract amount from \$1,547,230.00 to \$1,751,954.37.

EXCEPT AS SET FORTH ABOVE, ALL TERMS AND PROVISIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

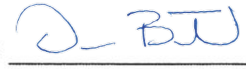
Execution of this Change Order by both parties constitutes a binding agreement with regard to the direct costs relating to this change order. Subject to Owner’s right to approve any additional compensation, Contractor reserves the right to request additional compensation at a later date

with regard to the impacts or other indirect costs arising from or related to the work which is subject of this Change Order.

CONTRACTOR
RLH Fire Protection, Inc.

By: 

OWNER
GBJPA

By: 
Dan Bartel, General Manager

RLH CHANGE ORDER LOG

Job Name: GBPJA WEST ENOS
 Job No.: RPW14009

CCO #	Description	CCO \$	Date Submitted	Amount Approved	Owner CCO #	Comments
1	Stockdale North Cased Crossing	\$186,595.67	9/20/2024			
2	F&I K-Rail	\$25,791.93	10/2/2024			
3	Potholing the Gas Line	\$1,354.68	10/2/2024			
4	Additional Fittings	\$54,818.98	10/2/2024			
5	Pipe Credit	-\$63,836.89	10/2/2024			
	Project Total:	\$204,724.37		\$0.00		



Fire Sprinklers, Fire Alarms, Security Systems

Bakersfield

San Francisco

San Luis Obispo

September 20, 2024

RLH CCO 1

To: Curtis Skaggs
GBJPA
849 Allen Road
Bakersfield, CA 93314

Re: GBJPA West Enos Project – Stockdale North Cased Crossing

We are pleased to submit the following Change Order for the additional work to install the HDPE Piping at the Stockdale Crossing. Our complete price for this work is as follows:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT BID	ITEM BID
#1	MOBILIZATION/DEMOBILIZATION	1.0	LS	\$ 5,600.00	\$ 5,600.00
#2	BLUE ROOMS	2.0	MOS	\$ 350.00	\$ 700.00
#3	CONSTRUCTION WATER	2.0	MOS	\$ 260.00	\$ 520.00
#4	TRAFFIC CONTROL & SITE SAFETY	2.0	MOS	\$ 15,000.00	\$ 30,000.00
#5	EXCAVATE BORE PIT	1450.0	CY	\$ 13.00	\$ 18,850.00
#6	EXCAVATE RECEIVING PIT	595.0	CY	\$ 13.00	\$ 7,735.00
#7	ASSIST BORING SUB	1.0	LS	\$ 2,500.00	\$ 2,500.00
#8	F&I 42" IPS DR 32.5	289.0	LF	\$ 316.00	\$ 91,324.00
#9	BACKFILL BORE/RECEIVING PITS & TRENCH	2726.7	CCY	\$ 10.00	\$ 27,266.67
#10	CLEAN UP WORK AREAS	1.0	DAY	\$ 2,100.00	\$ 2,100.00
Totals					\$ 186,595.67

Clarifications and Exclusions are as outlined below.

Proposal Clarifications and Notes:

1. Price is based on Civil Sheet 5 of 8 prepared by Meyers Civil Engineering dated 11/27/23.
2. Prevailing Wage Rates are included.
3. This proposal only includes the listed items as shown or as noted.
4. Price is based on installing all HDPE as shown with a stub on the North side and a flange on the South Side.
5. Rip Rap Installation and installation of the South side structure are excluded.
6. Price does not include concrete around pipes other than at 45 degree ells. Native soil shall be used for backfill around piping.

This Proposal Specifically Excludes the Following:

1. Fees, permits, bonds, special insurance, engineering, staking, materials testing, compaction testing, or other testing, and inspections unless otherwise noted in this proposal.
2. Rip Rap Installation and installation of the South side structure.
3. Concrete slurry around pipes. Native soil shall be used for all backfill.
4. SWPPP and SJVAPCD Permits and plans.

Thank You,

Ken Owen
Estimator/Project Manager

RLH Fire Protection, Inc.



Fire Sprinklers, Fire Alarms, Security Systems

Bakersfield

San Francisco

San Luis Obispo

October 2, 2024

RLH CCO 2

To: Curtis Skaggs
GBJPA
849 Allen Road
Bakersfield, CA 93314

Re: GBJPA West Enos Project – Furnish & Install K-Rail along Enos Lane

We are pleased to submit the following Change Order for the temporary installation of K-Rail along Enos Lane. Our complete price is shown below and an itemized breakdown is on the 2ND page.

Furnish, Install, Rent & Remove K-Rail: Lump Sum = \$25,791.93

Clarifications and Exclusions are as outlined below.

Price Clarifications and Notes:

1. Price is based on furnishing 10 sections of K-Rail and one each sled for 3 months and 14 days.
2. Prevailing Wage Rates are included.

Thank You,

Ken Owen

Ken Owen
Estimator/Project Manager

RLH Fire Protection, Inc.



Fire Sprinklers, Fire Alarms, Security Systems

Bakersfield

San Francisco

San Luis Obispo

October 2, 2024

RLH CCO 3

To: Curtis Skaggs
GBJPA
849 Allen Road
Bakersfield, CA 93314

Re: GBJPA West Enos Project – Pothole Gas Line prior to Boring Sub Boring

We are pleased to submit the following Change Order for the potholing work on Enos Lane that RLH performed to locate the existing gas lines prior to All-State Boring performing their work beneath Enos Lane. Our Complete price is as follows:

EQUIPMENT		POTHOLING						
Description		Hours		Rate	Extension			
RLH CREW TRUCK		4		\$ 25.00	\$ 100.00			
RLH VACCUM TRAILER		4		\$ 72.00	\$ 288.00			
					\$ -			
					TOTAL EQUIPMENT			\$ 388.00
LABOR		POTHOLING						
Description	Hours	OT Hours	DT Hours	Hourly Rate	OT Rate	DT Rate	Extension	
FOREMAN/OPERATOR	4			\$109.61			\$ 438.44	
LABORER	4			\$84.25			\$ 337.00	
					TOTAL LABOR			\$ 775.44
					Subtotal			\$ 1,163.44
				15.00%	Overhead & Profit			\$ 174.52
				1.25%	Bond			\$ 16.72
					REPORT TOTAL			\$ 1,354.68

Price Clarifications and Notes:

1. This work was performed during the lane closure for the K-Rail installation so there is no charge for traffic control.
2. Prevailing Wage Rates are included.

Thank You,

Ken Owen

Ken Owen
Estimator/Project Manager

RLH Fire Protection, Inc.



Fire Sprinklers, Fire Alarms, Security Systems

Bakersfield

San Francisco

San Luis Obispo

October 2, 2024

RLH CCO 4

To: Curtis Skaggs
GBJPA
849 Allen Road
Bakersfield, CA 93314

Re: GBJPA West Enos Project – Furnish & Install additional fittings on the East and West Side of Enos Lane

We are pleased to submit the following Change Order for additional fittings required on the East and West Side of Enos Lane. Our complete price is shown below and an itemized breakdown is on the 2ND page.

1. Furnish & Install additional fittings on the East Side:	Lump Sum = \$28,686.33
2. Furnish & Install additional fittings on the West Side:	Lump Sum = <u>\$26,132.65</u>
Total CCO 4:	\$54,818.98

Clarifications and Exclusions are as outlined below.

Price Clarifications and Notes:

1. Prevailing Wage Rates are included.
2. The additional fittings on the East side was due the grading contractor having excavated the bore and receiving pits approximately 4' too deep.
3. The additional fittings on the West side was requested in order to get the new 27" line up to a proposed elevation and alignment for future connections.

Thank You,

Ken Owen

Ken Owen

Estimator/Project Manager

RLH Fire Protection, Inc.



FIRE PROTECTION

Report Date: 9/25/2024
Date Work Performed N/A
Job #: 2024-01
Job Name: GROUNDWATER PROJECT WEST ENOS

Description of Work:

DUE TO THE INCREASED DEPTH (APPROX 4') OF THE EAST SIDE EXCAVATION, RLH WAS UNABLE TO "ROPE" THE 42" PIPES AND NEEDED TO PURCHASE AND INSTALL 22-1/2 DEGREE ELLS TO REACH FINISH GRADE. NOTE: THE DESIGNED TOP OF CASING WAS 323.5. ACTUAL TOP OF CASING IS 319.5. RLH HAD INCLUDED 3 OF THEM IN OUR BID SO WE ARE CHARGING FOR AN ADDITIONAL 3.

MATERIAL

Description	Units	Quantity	Unit Price	Extension
ADD 42" 22 DEGREE ELLS INCL TAX	EA	3	\$ 4,527.64	\$ 13,582.92
				\$ -
MATERIAL SUBTOTAL				\$ 13,582.92

EQUIPMENT SET AND FUSE FITTINGS

Description	Hours	Rate	Extension
HITACHI 350 EXCAVATOR	16	\$ 175.00	\$ 2,800.00
			\$ -
TOTAL EQUIPMENT			\$ 2,800.00

LABOR SET AND FUSE FITTINGS

Description	Hours	OT Hours	DT Hours	Hourly Rate	OT Rate	DT Rate	Extension
FOREMAN/OPERATOR	16			\$109.61	\$160.03	\$194.00	\$ 1,753.76
TOTAL LABOR							\$ 1,753.76

SUBCONTRACTOR:

Description	Units	Quantity	Unit Price	Extension
CORE AND MAIN - FUSION TECHNICIAN	DAYS	2	\$ 1,500.00	\$ 3,000.00
CORE AND MAIN - FUSION MACHINE	DAYS	2	\$ 1,400.00	\$ 2,800.00
CORE AND MAIN - GENERATOR	DAYS	2	\$ 350.00	\$ 700.00
				\$ -
TOTAL SUBCONTRACTORS				\$ 6,500.00

Subtotal	\$ 24,636.68
15.00% Overhead & Profit	\$ 3,695.50
1.25% Bond	\$ 354.15

REPORT TOTAL	\$ 28,686.33
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FIRE PROTECTION

Report Date: 10/1/2024
 Date Work Performed: N/A
 Job #: 2024-01
 Job Name: GROUNDWATER PROJECT WEST ENOS

Description of Work:

ADD FOR FURNISHING AND INSTALLING A 30"x27" REDUCER, 27" 45 DEGREE ELL, 27" 90 DEGREE ELL AND 27" CAP ON THE WEST SIDE

MATERIAL

Description	Units	Quantity	Unit Price	Extension
ADD 30" X 27" GHEEN REDUCER INCL TAX	EA	1	\$ 6,289.94	\$ 6,289.94
ADD 27" GHEEN 90 ELL INCL TAX	EA	1	\$ 2,636.26	\$ 2,636.26
ADD 27" GHEEN 45 ELL INCL TAX	EA	1	\$ 2,450.99	\$ 2,450.99
ADD 27" GHEEN CAP INCL TAX	EA	1	\$ 2,045.03	\$ 2,045.03
ADD CONCRETE FOR THRUST BLOCKS	LOAD	1	\$ 1,371.53	\$ 1,371.53
				\$ -
MATERIAL SUBTOTAL				\$ 14,793.74

EQUIPMENT INSTALL GHEEN FITTINGS

Description	Hours	Rate	Extension
RLH CREW TRUCK	16	\$ 25.00	\$ 400.00
HITACHI 350 EXCAVATOR	16	\$ 175.00	\$ 2,800.00
			\$ -
TOTAL EQUIPMENT			\$ 3,200.00

LABOR INSTALL GHEEN FITTINGS

Description	Hours	OT Hours	DT Hours	Hourly Rate	OT Rate	DT Rate	Extension
FOREMAN/OPERATOR	16			\$109.61	\$160.03	\$194.00	\$ 1,753.76
LABORER	16			\$84.25	\$122.20	\$147.52	\$ 1,348.00
LABORER	16			\$84.25	\$122.20	\$147.52	\$ 1,348.00
TOTAL LABOR							\$ 4,449.76

SUBCONTRACTOR:

Description	Units	Quantity	Unit Price	Extension
				\$ -
TOTAL SUBCONTRACTORS				\$ -

Subtotal	\$ 22,443.50
15.00% Overhead & Profit	\$ 3,366.52
1.25% Bond	\$ 322.63

REPORT TOTAL	\$ 26,132.65
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Fire Sprinklers, Fire Alarms, Security Systems

Bakersfield

San Francisco

San Luis Obispo

October 2, 2024

RLH CCO 5

To: Curtis Skaggs
GBJPA
849 Allen Road
Bakersfield, CA 93314

Re: GBJPA West Enos Project – Credit for District Furnished Pipe

We are pleased to submit the following Credit Change Order for 36" & 48" HDPE Double Wall Pipe and 48" Triple Wall Sanitite pipe which the District has furnished. Breakdown is as follows:

MATERIAL		CREDIT DISTRICT FURNISHED PIPE			
Description	Units	Quantity	Unit Price	Extension	
CREDIT 48" TRIPLE WALL SANITITE PIPE INCL TAX	LF	240	\$ (183.54)	\$ (44,049.60)	
CREDIT 48" DOUBLE WALL HDPE PIPE INCL TAX	LF	80	\$ (128.05)	\$ (10,243.64)	
CREDIT 36" DOUBLE WALL HDPE PIPE INCL TAX	LF	84	\$ (117.23)	\$ (9,847.70)	
ADD FOR 48" HDPE GASKET INCL TAX	EA	1	\$ 90.93	\$ 90.93	
ADD FOR 36" HDPE GASKET INCL TAX	EA	3	\$ 71.04	\$ 213.12	
				\$ -	
MATERIAL CREDIT TOTAL				\$ (63,836.89)	

Clarifications and Exclusions are as outlined below.

Price Clarifications and Notes:

1. RLH needed to purchase 4 pipe gaskets due to damage to the District furnished gaskets.

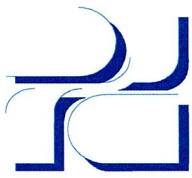
Thank You,

Ken Owen

Ken Owen

Estimator/Project Manager

RLH Fire Protection, Inc.



DEE JASPAR & ASSOCIATES, INC.

CONSULTING CIVIL ENGINEERS

2730 UNICORN ROAD, BLDG A

BAKERSFIELD, CA 93308

PHONE (661) 393-4796

FAX (661) 393-4799

December 5, 2024

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

Re: Stockdale North Recharge Basin Facilities Project – Project No. 2025-01
Bid Proposal Review and Recommendation

Mr. Bartel:

Bids were received for the above referenced project and opened at the Rosedale-Rio Bravo Water Storage District office on December 4th, 2024 at 2:00 pm. The bid results are shown in Exhibit A attached hereto.

Pay Dirt Construction, Inc. was the apparent low bidder in the amount of one million forty-seven thousand and two dollars and 02/100's - \$1,047,002.02. Pay Dirt Construction, Inc. submitted the appropriate bid documents including:

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

The bid proposal submitted by Pay Dirt Construction, Inc. has been reviewed and it appears that they have submitted all the necessary bid information and that their bid is correct. A copy of their bid is attached in Exhibit B attached hereto. They are a Class "A" General Engineering Contractor and a "C12" Earthwork and Paving Contractor located in Visalia, California. Their contractor's license is active and in good standing. They have several years' experience with these types of projects. They did not list any subcontractor's for this project.

The Engineer's Estimate for the bid was \$1,574,410.00. The apparent low bidder, Pay Dirt Construction, is approximately 33% below the Engineer's Estimate, however their bid is in-line with the other bidders and appears correct.

It is recommended that the project be awarded to Pay Dirt Construction, Inc. in the amount of \$1,047,002.02 and that a pre-construction meeting be arranged upon award and execution of the contract documents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Curtis M. Skaggs".

Curtis M. Skaggs, PE

EXHIBIT A
BID SUMMARY

Bid Opening

Groundwater Banking Joint Powers Authority

Construction Manager: Dee Jaspar and Associates, Inc.

849 Allen Road

Bakersfield, CA 93314

Project Name: Stockdale North Recharge Basin Facilities Project
Earthwork

Spec. No.:
Project Number:
Bid Date: December 4, 2024, 2:00 pm

Bid No.	Contractor's Name & Address	Total Bid Amount	Non-Collusion Affidavit	Bid Bond	Contractor's Experience Form	Acknowledge Addenda	Remarks
1	Fees Trucking & Construction	\$1,056,110.56	✓	✓	}	✓	
2	Archer Civil Construction	\$1,838,206.00	✓	✓		✓	
3	Guinn Construction	\$1,294,362.00	✓	✓		✓	
4	Granite Construction	\$2,248,580.00	✓	✓		✓	
5	Honnie A. Cross Land Leveling	\$1,525,512.11	✓	✓		✓	
6	Wood Bros Inc.	\$1,393,185.20	✓	✓		✓	
7	Pay Dirt Construction, Inc.	\$1,047,002.02	✓	✓		✓	
8							
9							
10							

ATTEST TO OPENING

Bid Opening By: Curtis M. Noyce

Witness: Mark Noyce

Groundwater Banking Joint Powers Authority

STOCKDALE NORTH RECHARGE BASIN FACILITIES PROJECT - PROJECT NO. 2025-01

Bid Summary

Item No.	Item Description	Quantity	Unit	Engineer's Estimate		Low Bidder		Bidder 2		Bidder 3		Bidder 4		Bidder 5		Bidder 6		Bidder 7	
				Unit Cost	Extended Cost	Pay Dirt Construction, Inc.		Fees Trucking & Construction		Guinn Construction		Wood Bros, Inc.		Lonnie A. Cross Land Levelling		Archer Civil Construction		Granite Construction	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Mobilization, Demobilization, and Clean-Up	1	LS	\$100,000.00	\$100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 96,750.00	\$ 96,750.00	\$ 45,500.00	\$ 45,500.00	\$ 140,125.00	\$ 140,125.00	\$ 95,000.00	\$ 95,000.00	\$ 596,835.00	\$ 596,835.00	\$ 121,000.00	\$ 121,000.00
2	Clearing & Grubbing Project Site and Beneath Levee Embankments	140	AC	\$300.00	\$42,000.00	\$ 100.00	\$ 14,000.00	\$ 419.27	\$ 58,697.80	\$ 396.00	\$ 55,440.00	\$ 1,115.40	\$ 156,156.00	\$ 234.00	\$ 32,760.00	\$ 762.50	\$ 106,750.00	\$ 1,000.00	\$ 140,000.00
3	Over-Excavation, Scarification, & Re-compaction Beneath Levee Embankments	18	AC	\$8,500.00	\$153,000.00	\$ 6,528.19	\$ 117,507.42	\$ 6,422.22	\$ 115,599.96	\$ 6,522.00	\$ 117,396.00	\$ 7,960.00	\$ 143,280.00	\$ 5,356.00	\$ 96,408.00	\$ 5,505.30	\$ 99,095.40	\$ 5,600.00	\$ 100,800.00
4	Existing Irrigation Pipe Removal and Disposal	5,280	LF	\$20.00	\$105,600.00	\$ 19.68	\$ 103,910.40	\$ 3.45	\$ 18,216.00	\$ 6.00	\$ 31,680.00	\$ 10.30	\$ 54,384.00	\$ 22.40	\$ 118,272.00	\$ 3.46	\$ 18,268.80	\$ 12.00	\$ 63,360.00
5	Keyway Beneath Levee Embankment Subgrade Preparation	14,600	CY	\$4.50	\$66,700.00	\$ 7.00	\$ 102,200.00	\$ 3.47	\$ 50,662.00	\$ 8.55	\$ 124,830.00	\$ 4.38	\$ 63,948.00	\$ 6.82	\$ 99,572.00	\$ 2.30	\$ 33,580.00	\$ 20.00	\$ 292,000.00
6	Levee Embankment Fill	115,660	CY	\$8.50	\$983,110.00	\$ 4.25	\$ 491,555.00	\$ 5.28	\$ 610,684.80	\$ 6.40	\$ 740,224.00	\$ 4.56	\$ 527,409.60	\$ 7.49	\$ 866,293.40	\$ 7.79	\$ 900,991.40	\$ 12.00	\$ 1,387,920.00
7	Earthen Well Pad	2	EA	\$25,000.00	\$50,000.00	\$ 17,500.00	\$ 35,000.00	\$ 10,500.00	\$ 21,000.00	\$ 2,691.00	\$ 5,382.00	\$ 108,211.00	\$ 216,422.00	\$ 23,500.00	\$ 47,000.00	\$ 9,246.00	\$ 18,492.00	\$ 2,500.00	\$ 5,000.00
8	Ripping and Floating Basin Bottoms	120	AC	\$500.00	\$60,000.00	\$ 631.91	\$ 75,829.20	\$ 595.00	\$ 71,400.00	\$ 650.00	\$ 78,000.00	\$ 370.00	\$ 44,400.00	\$ 650.00	\$ 78,000.00	\$ 312.42	\$ 37,490.40	\$ 800.00	\$ 96,000.00
9	Final Record Drawings	1	LS	\$5,000.00	\$5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,100.00	\$ 1,100.00	\$ 6,310.00	\$ 6,310.00	\$ 74,404.00	\$ 74,404.00	\$ 17,200.00	\$ 17,200.00	\$ 2,300.00	\$ 2,300.00	\$ 2,500.00	\$ 2,500.00
10	Builder's Risk All Risk Insurance	1	LS	\$5,000.00	\$5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Mitigation Monitoring	1	LS	\$5,000.00	\$5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 12,000.00	\$ 12,000.00	\$ 89,600.00	\$ 89,600.00	\$ 69,133.00	\$ 69,133.00	\$ 75,006.71	\$ 75,006.71	\$ 24,403.00	\$ 24,403.00	\$ 40,000.00	\$ 40,000.00
				Base Bid:	\$1,574,410.00	Base Bid:	\$ 1,047,002.02	Base Bid:	\$ 1,056,110.56	Base Bid:	\$ 1,294,362.00	Base Bid:	\$ 1,489,661.60	Base Bid:	\$ 1,525,512.11	Base Bid:	\$ 1,838,206.00	Base Bid:	\$ 2,248,580.00
				Deduct:	\$ -	Deduct:	\$ -	Deduct:	\$ -	Deduct:	\$ 96,476.40	Deduct:	\$ -	Deduct:	\$ -	Deduct:	\$ -	Deduct:	\$ -
				Revised Bid:	\$ 1,047,002.02	Revised Bid:	\$ 1,056,110.56	Revised Bid:	\$ 1,294,362.00	Revised Bid:	\$ 1,393,185.20	Revised Bid:	\$ 1,525,512.11	Revised Bid:	\$ 1,838,206.00	Revised Bid:	\$ 2,248,580.00	Revised Bid:	\$ 2,248,580.00

Material Manufacturer List

	Class II Aggregate Base	Granite	Class II Aggregate Base	ABB Trucking - Griffith	Class II Aggregate Base	Vulcan Materials	Class II Aggregate Base	Granite	Class II Aggregate Base	Vulcan Materials	Granite	HDPE Pipe	Core and Main
												Canal Gate	Fresno Valves and Castings
												Concrete & Slurry	Metro Ready Mix
												Aggregates	Porterville Rock & Recycling
												Precast Materials	Structure Cast
												Aggregates	Vulcan Materials

EXHIBIT B
BID DOCUMENTS

BID PROPOSAL

DOCUMENT CHECKLIST

FOR THE
STOCKDALE NORTH RECHARGE BASIN FACILITIES
PROJECT

PROJECT NO. 2025-01

Bid proposals shall include the following documents:

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

BID FORM

PROPOSAL TO

GROUNDWATER BANKING JOINT POWERS AUTHORITY

FOR THE
STOCKDALE NORTH RECHARGE BASIN FACILITIES
PROJECT

PROJECT NO. 2025-01

Name of Bidder: Pay Dirt Construction, Inc.

Business Address: 31198 Road 132
Visalia, CA 93292

Phone No. 559-901-6319 E-mail Matt@PayDirtConstruction.com

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

Contractor's License: Primary Class. A License No. 896968

Department of Industrial Relations Registration No. 1000002694

TO: BOARD OF DIRECTORS,
GROUNDWATER BANKING JOINT POWERS AUTHORITY

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

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and bidder proposes and agrees, if the proposal is accepted, that bidder will

execute an Agreement with JPA in the form set forth in the Contract Documents and that bidder will accept in full payment thereof the following prices, to wit:

SCHEDULE OF WORK ITEMS

STOCKDALE NORTH RECHARGE BASIN FACILITIES PROJECT

PROJECT NO. 2025-01

Item No.	Approx. Quantity	Description	Unit Price Dlrs./Cts.	Amount Dlrs./Cts.
1	Lump Sum	Mobilization, Demobilization, & Cleanup	\$ 100,000.00	\$ 100,000.00
2	140 Acres	Clearing & Grubbing Project Site and Beneath Levee Embankments	\$ 100.00	\$ 14,000.00
3	18 Acres	Over-Excavation, Scarification, & Recompaction Beneath Levee Embankments	\$ 6,528.19	\$ 117,507.42
4	5,280 LF	Existing Irrigation Pipe Removal and Disposal	\$ 19.68	\$ 103,910.40
5	14,600 CY	Keyway Beneath Levee Embankment Subgrade Preparation	\$ 7.00	\$ 102,200.00
6	115,660 CY	Levee Embankment Fill	\$ 4.25	\$ 491,555.00
7	2 EA	Earthen Well Pad	\$ 17,500.00	\$ 35,000.00
8	120 Acres	Ripping and Floating Basin Bottoms	\$ 631.91	\$ 75,829.20
9	Lump Sum	Final Record Drawings	\$ 2,500.00	\$ 2,500.00
10	Lump Sum	Not Used	\$ 0.00	\$ 0.00
11	Lump Sum	Mitigation Monitoring	\$ 4,500.00	\$ 4,500.00
SUBTOTAL, Base Bid Items				\$ 1,047,002.02
ADDITION (+) OR				\$+ 0.00
DEDUCTION (-)*				\$- 0.00
TOTAL AMOUNT OF BID				\$ 1,047,002.02

*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 _____, _____, ^{N/A}_____, _____, and _____. (If no items are listed by the bidder, the addition or deduction shall be treated as a

separate bid item, and payment or deduction for this item shall be proportionate to the percentage payment for completed work).

Signed this 04 day of December, 20 24

Pay Dirt Construction, Inc.

Name of Bidder



Signature of Bidder

President

Title of Signatory

STATEMENTS BY BIDDER

**FOR THE
STOCKDALE NORTH RECHARGE BASIN FACILITIES PROJECT**

PROJECT NO. 2025-01

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

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

- A. For each item listed by JPA below, the bidder intends to furnish materials supplied by the following manufacturers: (Bidder to list one manufacturer only for each item.)

<u>Item</u>	<u>Manufacturer</u>
Class 2 Aggregate Base	Granite
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Name: Matthew Kimbro Date of Inspection: 11/19/24

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

Addenda Nos: 1

Signed this 04 day of December, 20 24

Pay Dirt Construction, Inc.

Name of Bidder


Signature of Bidder

President

Title of Signatory

CERTIFICATION OF BIDDER AND QUALIFICATIONS

**FOR THE
STOCKDALE NORTH RECHARGE BASIN FACILITIES PROJECT**

PROJECT NO. 2025-01

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

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

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


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

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

Signed this 04 day of December, 20 24

Pay Dirt Construction, Inc.

Name of Bidder


Signature of Bidder

President

Title of Signatory

SAFETY PROGRAM CERTIFICATION

FOR THE
STOCKDALE NORTH RECHARGE BASIN FACILITIES PROJECT

PROJECT NO. 2025-01

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

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

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

Signed this 04 day of December, 20 24

Pay Dirt Construction, Inc.

Name of Bidder



Signature of Bidder

President

Title of Signatory

NON-COLLUSION DECLARATION

FOR THE
STOCKDALE NORTH RECHARGE BASIN FACILITIES PROJECT

PROJECT NO. 2025-01

The undersigned declares:

I am the President of Pay Dirt Construction, Inc., the party making the foregoing bid.


The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/04/24 [date], at Visalia [city], California [state].

Pay Dirt Construction, Inc.

Name of Bidder


Signature of Bidder

President

Title of Signatory

BID SECURITY DECLARATION

FOR THE
STOCKDALE NORTH RECHARGE BASIN FACILITIES PROJECT

PROJECT NO. 2025-01

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

GROUNDWATER BANKING JOINT POWERS AUTHORITY

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

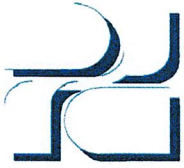
The names of all persons interested in the foregoing proposal as principals are as follows:

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

Pay Dirt Construction, Inc.

Jim Kimbro - President, Treasurer

Doug Ruble - Secretary



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

GROUNDWATER BANK JOINT POWERS AUTHORITY

NOTICE TO PLANHOLDERS

NOVEMBER 27TH, 2024

This is Addendum No. 1 to the plans and specifications for the Construction of the Stockdale North Recharge Basin Facilities Project.

THE BID DATE REMAINS December 4th, 2024 at 2:00 pm.

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

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

By: _____

Firm Name Pay Dirt Construction, Inc.

By *Jim Kimbro*

Title President

Date 12/04/24

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
Pay Dirt Construction, Inc.

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

GROUNDWATER BANKING JOINT POWERS AUTHORITY

hereinafter called JPA, in the penal sum of

Ten Percent of the Amount Bid

Dollars (\$ 10%),

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

the accompanying Bid dated December 4, 2024, for the construction of:

STOCKDALE NORTH RECHARGE BASIN FACILITIES PROJECT

PROJECT NO. 2025-01

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

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

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

IN WITNESS WHEREOF the above-bounded parties have executed this instrument this day of November 21, 2024, the name and corporate seal for each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Two Witnesses (if individual)

Pay Dirt Construction, Inc.

PRINCIPAL

Jim Kowalski

By

President

Title

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

ATD

Vice President

Title

Corporate Seal

Attach acknowledgments of authorized representative of Principal.

Any claims under this bond may be addressed to:

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

(name and address of Surety)

Druml Bonding and Insurance Services
1135 Farragut Boulevard
Foster City, CA 94404

(name and address of agent or representative in California, if different from above)

(866) 243-2663

(telephone number of Surety and agent of representative in California)

Hudson Insurance Company

SURETY

David F. Druml

By

David F. Druml, Attorney-in-Fact

Title

ATTEST: (if corporation)

Linda Druml

Linda Druml, Attestee

Title

Corporate Seal



Attach acknowledgments of authorized representatives of Surety.



Bond Number: HA10106359

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David F. Druml
of the State of CA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.



: seal)

Attest: Dina Daskalakis
Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 2nd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 21st day of November, 2024.



: seal)

By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of San Mateo)

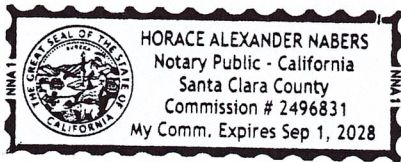
On 11/21/2024 before me, Horace Alexander Nabers,
Date Here Insert Name and Title of the Officer

personally appeared David F. Druml
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

PROJECT MANUAL

FOR

THE STOCKDALE NORTH RECHARGE BASIN
FACILITIES PROJECT

PROJECT NO. 2025-01



OCTOBER 2024

PROJECT MANUAL
GROUNDWATER BANKING JOINT
POWERS AUTHORITY

FOR

THE STOCKDALE NORTH RECHARGE BASIN FACILITIES
PROJECT

PROJECT NO. 2025-01

OCTOBER 2024



Design Engineer

Date



Project Manager

Date



General Manager of the GBJPA

Date

Bid Documents

Revised 3/15
Bid Documents.docx

PROJECT MANUAL

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Instructions to Bidders

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Bid Bond

NOTICE INVITING SEALED PROPOSALS (BIDS)

FOR THE
STOCKDALE NORTH RECHARGE BASIN FACILITIES
PROJECT

PROJECT NO. 2025-01

GROUNDWATER BANKING JOINT POWERS AUTHORITY

NOTICE IS HEREBY GIVEN that the GROUNDWATER BANKING JOINT POWERS AUTHORITY (JPA) invites and will receive sealed proposals ("Bids") up to the hour of 2:00 PM on the 20TH day of November, 2024, at the office of the Rosedale Rio Bravo Water Storage District, as given below, for furnishing to JPA all transportation, materials, equipment, labor, services, and supplies necessary to construct the Work for JPA, at which time the Bids will be publicly opened and read aloud at the office of

ROSEDALE RIO BRAVO WATER STORAGE DISTRICT
849 ALLEN ROAD
BAKERSFIELD, CALIFORNIA 93314

Prospective bidders must be on the Bidders List accompanying this Notice. Bids will not be accepted from bidders that are not on the Bidders List. Prequalification to be placed on the Bidders List for this project is closed.

Bids may be delivered to the address listed above, or express mailed to the above address, or sent by regular mail to: Rosedale Rio Bravo Water Storage District, P.O. Box 20820, Bakersfield, CA 93390-0820, Attention: Groundwater Banking Joint Powers Authority. Regardless of delivery method, proposals received after the deadline listed above will not be opened.

The bids shall conform to and be responsive to all of the Contract Documents for the Work as heretofore approved by JPA and must be accompanied by the security referred to in the Instructions to Bidders.

The Contract Documents consist of the Project Manual and the Plans.

Under the provisions of the California Labor Code, the Director of the Department of Industrial Relations has determined the prevailing rate of wages for the locality in which the Work is to be performed and JPA has adopted said prevailing rate of wages. A copy of the prevailing wage rates can be found on-line with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by CONTRACTOR.

It shall be mandatory for the bidder to whom the Work is awarded, and upon any subcontractor under the successful bidder, to pay not less than the specified rates to all workers employed by

them in the execution of the Work. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Qualification to bid on this project or to be listed as a subcontractor (if required in Part C of the Statements By Bidder), or to engage in the performance of any of the Work requires proof of the contractor's or subcontractor's current registration and qualification to perform public work pursuant to Labor Code Section 1725.5. A bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor's or subcontractor's current registration.

The Contractor to whom this project is awarded must possess a Class "A" or Class "C-12" contractor's license, issued by the State of California, which is current and full.

The Contractor will be permitted to substitute securities for moneys withheld under this Agreement to ensure performance. Such substitution shall be subject to the provisions of Article 11.8 of the General Provisions of the Agreement. A payment bond and performance bond are required to be provided by the Contractor.

A pre-bid meeting and site visit will be held at the hour of 10:00 AM on the 5TH day of November, 2024, at the project location on Stockdale Highway.

BIDDERS LIST

FOR THE
STOCKDALE NORTH RECHARGE BASIN FACILITIES
PROJECT

PROJECT NO. 2025-01

Class C12 Earthwork and Paving Contractors:

1. *Lonnie A. Cross Land Leveling, PO Box 10149, Bkfld, CA 93389 (661) 808-0760*
2. *Guinn Construction, 6533 Rosedale Hwy, Bkfld, CA 93308 (661) 325-6109*
3. *Turman Construction, 4301 Park Circle Dr., Bkfld, CA 93309 (661) 831-0905*
4. *Wood Brothers Inc., 14147 18th Ave., Lemoore, CA 93245 (559) 924-7715*

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 PROPOSAL REQUIREMENTS AND CONDITIONS

1.1 Contract Documents

The documents that comprise the Contract Documents are set forth in the Agreement and the definition of "Contract Documents" in Article 1 of the General Provisions.

1.2 Contractor's License

No bid will be accepted from a Bidder who is not a licensed contractor in the State of California for the contracting class indicated in the Notice Inviting Sealed Proposals.

1.3 Proposals

1.3.1 Bids shall be made in accordance with the following: Bids shall be made upon the bid form furnished by JPA. The bid form is a part of the Contract Documents. All bids shall be properly executed and with all items filled in; the signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately adjacent to the correction the initials of a person signing the bid. If the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price alone shall be considered as representing the Bidder's intention, and the total amount of the bid shall be corrected.

1.3.2 Bids shall not contain any additional description or summaries of the work to be done. Alternative proposals will not be considered, except as called for. No oral, telegraphic, or telephonic proposals or modifications will be considered.

1.3.3 Bids shall be accompanied by a proposal guarantee in the form of cash, a cashier's or a certified check, or bidder's bond, in an amount not less than ten (10) percent of the amount of bid, made payable to or for the benefit of JPA. The check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the Work, and in case of refusal or failure to enter into said contract and furnish the required bonds and insurance certificates and endorsements within fifteen (15) calendar days after Notice of Award by JPA in writing, the check and the money represented by the check shall be forfeited to JPA, or in the event that a bond is deposited, said bond shall be deemed to be forfeited. Forfeiture does not preclude JPA from seeking all other remedies provided by law to recover losses sustained as a result of Bidder's failure to enter into the contract or to furnish the required bonds, insurance certificates and endorsements.

1.3.4 Bids shall be sealed in an envelope marked and addressed as stated in the Notice Inviting Sealed Proposals. Bids shall be delivered to the addressee at the location designated in the Notice Inviting Sealed Proposals on or before the day and hour set for the opening of bids in the Notice Inviting Sealed Proposals, and shall bear the name of the Bidder. It is the sole responsibility of the Bidder to see that their bid is delivered and received in proper time. Any bid received after the scheduled closing time for the receipt of bids shall be returned to the Bidder unopened.

1.3.5 Prospective bidders must be on the Bidders List accompanying the Notice Inviting Sealed Proposals. Bids will not be accepted from bidders that are not on the Bidders List. Prequalification to be placed on the Bidders List for this project is closed.

INSTRUCTIONS TO BIDDERS

1.4 Withdrawal of Bid

A Bidder may withdraw their bid either personally or by a signed written request delivered to JPA any time prior to the scheduled time for opening of the bids.

1.5 Bidders Interested in More Than One Bid

No person, partnership, or corporation shall be allowed to make or file or be interested in more than one bid for the Work, unless alternative bids are called for. A person, partnership, or corporation submitting a subproposal to a Bidder, or who has quoted prices on material to a Bidder, is not disqualified from submitting a subproposal or quoting prices to other Bidders.

1.6 Interpretation of Plans and Other Documents

If any prospective Bidder is in doubt as to the true meaning of any part of the plans, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the Plans and specifications or other Contract Documents, they may submit to JPA a written request for an interpretation or correction. An interpretation or correction of the documents will be made solely at JPA's discretion and only by addendum duly issued by JPA; a copy of such addendum will be mailed or delivered to each person who has received a set of such documents. JPA and the Engineer/Architect will not be responsible for any other explanation or interpretation of the documents.

1.7 Substitute and Or Equivalent Items

The contract, if awarded, will be on the basis of materials and equipment shown or specified in the Contract Documents without consideration of possible substitute or "or equivalent" items. Application for acceptance of a substitute or "or equivalent" item of material or equipment will not be considered by JPA until after the effective date of the Agreement except as may be specified for major items of equipment in the Special Provisions. The procedure for submission of a request for substitution is set forth in the general provisions.

1.8 Engineer's Opinion of Probable Cost

The quantities of work to be done and materials to be furnished are approximate as shown in the Contract Documents and are given as a basis for comparison of bids only. JPA does not expressly or by implication agree or represent that the actual amount of work will correspond with the engineer's opinion of probable cost.

1.9 Addenda

Addenda issued in writing before the time in which to submit bids expires shall be covered in the bid and shall form a part of the Contract Documents.

1.10 Registration To Perform Public Work

Qualification to bid on this project or be listed as a subcontractor, if required in Part C of the Statements By Bidder, requires proof of the contractor's or subcontractor's current registration and qualification to perform public work pursuant to Labor Code Section 1725.5. A bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor's or subcontractor's current registration.

INSTRUCTIONS TO BIDDERS

ARTICLE 2 EXISTING CONDITIONS AND EXAMINATION OF CONTRACT DOCUMENTS

2.1 General

2.1.1 Any investigations and reports related to the Work are listed in the Special Provisions and are available for review at Rosedale Rio Bravo Water Storage District's office. Bidder should visit the project site prior to submitting a bid in order to confirm soil and groundwater conditions in the project area at the time of bidding. If additional information is required, it is recommended that it be obtained from a qualified soils engineer.

2.1.2 The Bidder shall examine the Contract Documents and the site where the Work is to be performed. The submittal of a bid shall be conclusive evidence that the Bidder has investigated and has determined to their satisfaction the conditions to be encountered and the character, quality, and scope of the Work.

2.1.3 The plans for the Work show conditions as they are supposed or believed by JPA to exist; but it is not represented or intended to be inferred that the conditions are actually existent. JPA and the Engineer/Architect will not be liable for any loss sustained by CONTRACTOR as a result of any variance between the conditions as shown on the plans and the actual conditions revealed during the progress of the Work or otherwise.

2.1.4 Where JPA or the Engineer/Architect or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the records as to such investigations are available for inspection at the office of JPA.

2.1.5 The records of such investigations are not a part of the Contract Documents and are available solely for the convenience of the Bidder or CONTRACTOR. It is expressly understood and agreed that JPA, the Engineer/Architect, and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations, the records, or of the interpretations set forth or made by JPA's consultants, the Engineer/Architect or their consultants. There is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout the area, or any part of an area, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

2.1.6 When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by JPA, the Engineer/Architect, or their consultants is included with the Contract Documents it is expressly understood and agreed that said log of test borings does not constitute a part of the Agreement, that it represents only the opinion of JPA or the Engineer/Architect or their consultants as to the character of the materials encountered by them in the test borings at the time they were made, that it is included in the plans only for the convenience of Bidders, and that their use is subject to all of the conditions and limitations set forth in this Article.

2.1.7 The availability or use of information described in this Article is not to be construed in any way as a waiver of the provisions of subparagraph 2.1.2 and a Bidder or CONTRACTOR is cautioned to make such independent investigations and examination as they deem necessary to satisfy themselves as to conditions to be encountered in the performance of the Work.

INSTRUCTIONS TO BIDDERS

2.1.8 No information derived from such inspection of records of investigations or compilation of records made by JPA, the Engineer/Architect, or their consultants will in any way relieve the Bidder or CONTRACTOR from any risk or from properly fulfilling the terms of the Agreement.

ARTICLE 3 AWARD OF CONTRACT OR REJECTION OF BIDS

3.1 Award

3.1.1 The award of the Agreement, if it is awarded, will be to the lowest responsible Bidder complying with the instructions contained in the Contract Documents. JPA, however, reserves the right to reject any and all bids and to waive any informality in bids received. If, in the judgment of JPA, a bid is unbalanced or if the Bidder is not responsible, it shall be considered sufficient grounds for rejection of the entire bid.

3.1.2 JPA shall have sixty (60) days, unless otherwise specified in the Special Provisions, after the opening of bids within which to accept or reject the bids. No Bidder may withdraw their bid during said period. JPA will return the proposal guarantees, except Bidders' bonds and any guarantees that have been forfeited, to the respective Bidders whose proposals they accompanied within ten (10) days after the execution of the Agreement by the successful Bidder or rejection of all bids.

3.1.3 Before award of the contract, any Bidder upon request shall furnish a recent statement of their financial condition and previous construction experience or such other evidence of their qualifications as may be requested by JPA. Failure to do so upon request shall constitute grounds for rejection of the bid.

3.1.4 If the schedule of work items includes bid items or schedule(s) of bid items that may be added to ("Additive Items") or deducted from ("Deductive Items") the bids, the lowest responsible Bidder will be determined by adding all Additive Items to, and deducting all Deductive Items from, the total of the base bid, unless another method is provided in the Special Provisions. JPA 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 JPA, in its sole discretion, to be in JPA's best interest.

3.2 Agreement and Bonds

3.2.1 The form of Agreement, bonds, and other documents that the successful Bidder, as CONTRACTOR, shall be required to execute are included in the Contract Documents and should be carefully examined by the Bidder.

3.2.2 The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a payment bond and a performance bond, each in an amount equal to one hundred (100) percent of the Contract Price. Said bonds shall be secured from a surety company satisfactory to JPA and who is admitted and authorized to transact business in California. A certified copy of Power of Attorney must be attached to each bond. Said bonds shall continue in full force and effect for the guarantee period.

3.2.3 Should any surety or sureties be deemed unsatisfactory at any time by the JPA, notice will be given CONTRACTOR to that effect, and CONTRACTOR shall substitute a new surety or sureties satisfactory to the JPA. No further payment shall be deemed due or will be made under the Agreement until the new sureties qualify and are accepted by the JPA.

INSTRUCTIONS TO BIDDERS

3.2.4 All alterations, time extensions, extra and additional work, and other changes authorized by the Specifications, or any part of the Agreement, may be made without securing consent of the surety or sureties on the contract bonds.

3.3 Insurance Requirements

The successful Bidder will be required to furnish JPA proof of full compliance with all insurance requirements as specified in the Articles on CONTRACTOR's Insurance in the General and Special Provisions. The form of certificates of insurance and endorsements which the successful Bidder, as CONTRACTOR, shall be required to furnish are included in the Contract Documents and should be carefully examined by the Bidder. No alteration or substitution of said forms will be allowed.

3.4 Execution of Agreement

The Agreement shall be signed by the successful Bidder and returned to JPA, together with the contract bonds and certificates of insurance coverage and endorsements, within fifteen (15) calendar days after the mailing date of the Notice of Award. The date of commencement stated in the Notice of Award will constitute the beginning of the Contract Time. The Agreement, bonds, certificates of insurance and endorsements, and other documents to be executed by CONTRACTOR shall be executed and submitted in original-triplicate, two of which shall be filed with JPA and one returned to CONTRACTOR after execution by JPA. Following receipt and approval of the executed Contract Documents, JPA will issue a Notice to Proceed. The receipt of the Notice to Proceed will be authorization for CONTRACTOR to begin work in the field and to start ordering of equipment and material.

3.5 Failure to Execute Agreement or Submit Insurance

3.5.1 Failure by a Bidder to whom the Work is awarded to execute the Agreement and file acceptable bonds and certificates of insurance coverage and endorsements as provided herein shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee, and shall make the Bidder liable to JPA for all damages resulting from the failure, including reasonable attorneys' fees. The value of the proposal guarantee shall not be a limitation of damages.

3.5.2 The insurance certificates and endorsements included in the Contract Documents shall be completed, without alteration, to the satisfaction of JPA or JPA's Representative, and submitted to JPA by CONTRACTOR or CONTRACTOR's insurance company within fifteen (15) calendar days of the date of the Notice of Award. JPA shall be allotted seven (7) calendar days for review of insurance documents. Additional time as may be required for transmittal and review of follow-up insurance submittals shall not result in an extension of the Contract Time. The insurance certificates and endorsements shall reflect coverage that complies with all insurance requirements in the general provisions and Special Provisions.

ARTICLE 4 ASSIGNMENT OF ANTITRUST ACTIONS

4.1 General

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, CONTRACTOR or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works

INSTRUCTIONS TO BIDDERS

contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE 5 MISCELLANEOUS

5.1 Bid Breakdown

Lump-sum and unit-price bid items shall be broken down as indicated on the bid form. CONTRACTOR may be directed to provide greater detail of the items making up the Contract Price prior to submission of the first Progress Payment Request as indicated in the General Provisions.

5.2 Contract Time

The Contract Time shall be as set forth in the Agreement.

5.3 Liquidated Damages

Liquidated damages shall be as set forth in the Agreement.

5.4 Unit Price Bid Item Quantities

It is understood that the unit price bid item quantities listed in the bid schedule(s) of work items are approximate only and are solely for the purpose of facilitating the comparison of bids, and that 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 in the bid.

BID PROPOSAL

DOCUMENT CHECKLIST

FOR THE STOCKDALE NORTH RECHARGE BASIN FACILITIES PROJECT

PROJECT NO. 2025-01

Bid proposals shall include the following documents:

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

BID FORM

PROPOSAL TO

GROUNDWATER BANKING JOINT POWERS AUTHORITY

FOR THE
STOCKDALE NORTH RECHARGE BASIN FACILITIES
PROJECT

PROJECT NO. 2025-01

Name of Bidder: _____

Business Address: _____

Phone No. _____ E-mail _____

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

Contractor's License: Primary Class. _____ License No. _____

Department of Industrial Relations Registration No. _____

TO: BOARD OF DIRECTORS,
GROUNDWATER BANKING JOINT POWERS AUTHORITY

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

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and bidder proposes and agrees, if the proposal is accepted, that bidder will

execute an Agreement with JPA in the form set forth in the Contract Documents and that bidder will accept in full payment thereof the following prices, to wit:

SCHEDULE OF WORK ITEMS

STOCKDALE NORTH RECHARGE BASIN FACILITIES PROJECT

PROJECT NO. 2025-01

Item No.	Approx. Quantity	Description	Unit Price Dlrs./Cts.	Amount Dlrs./Cts.
1	Lump Sum	Mobilization, Demobilization, & Cleanup	\$ _____	\$ _____
2	140 Acres	Clearing & Grubbing Project Site and Beneath Levee Embankments	\$ _____	\$ _____
3	18 Acres	Over-Excavation, Scarification, & Recompanction Beneath Levee Embankments	\$ _____	\$ _____
4	1,300 LF	Existing Irrigation Pipe Removal and Disposal	\$ _____	\$ _____
5	14,850 CY	Keyway Beneath Levee Embankment Subgrade Preparation	\$ _____	\$ _____
6	81,000 CY	Levee Embankment Fill	\$ _____	\$ _____
7	2 EA	Earthen Well Pad	\$ _____	\$ _____
8	122 Acres	Ripping and Floating Basin Bottoms	\$ _____	\$ _____
9	Lump Sum	Final Record Drawings	\$ _____	\$ _____
10	Lump Sum	Builder's Risk "All Risk" Insurance	\$ _____	\$ _____
11	Lump Sum	Mitigation Monitoring	\$ _____	\$ _____
SUBTOTAL, Base Bid Items				\$ _____
ADDITION (+) OR				\$+ _____
DEDUCTION (-)*				\$- _____
TOTAL AMOUNT OF BID				\$ _____

*Provision is made here for the bidder to include an addition or deduction in their Bid, if bidder wishes, to reflect any last-minute adjustments in price. The addition or deduction, if made, will be proportionately applied to the progress payments for items _____, _____, _____, _____, and _____. (If no items are listed by the bidder, the addition or deduction shall be treated as a _____.)

**KERN COUNTY WATER AGENCY
CROSS VALLEY CANAL ADVISORY COMMITTEE**

SPECIAL MEETING NOTICE & AGENDA

Stuart T. Pyle Water Resources Center

3200 Rio Mirada Drive
Bakersfield, California

November 18, 2024

Conference Line: 1 (571) 317-3122

Access Code: 500-820-565#

<https://global.gotomeeting.com/join/500820565>

Agenda

1. Call to order – 12:30 p.m.
2. Closed Session:
 - a. Conference with Legal Counsel – Threat to Public Services or Facilities (Government Code section 54957(a))
3. Cross Valley Canal Advisory Committee Members Report
4. Public Comment
5. Approval of Cross Valley Canal Advisory Committee Meeting Minutes
- Regular Meeting – October 23, 2024
6. Report of the Water Resources Manager
 - a. Update on Cross Valley Canal Construction/Maintenance Projects
7. Report on Cross Valley Canal Operations and Deliveries
 - a. Operations and Maintenance Activity
 - b. Year-to-Date Deliveries
8. Recommendation to Approve the 2025 Cross Valley Canal Operations and Maintenance Budget
9. Recommendation to Execute Amendment No. 2 to the Kern County Water Agency Contract for the Cross Valley Canal Pools 1 through 6 Sediment Disposal Project
- 10. Presentation on the Kern Fan Groundwater Storage Project**
11. Adjourn

December 9, 2024
Prepared by: Marina Lindsay / Fiona Sanchez
Agenda Item: 5b

Early Funding Request for Kern Fan Groundwater Storage Project

DISCUSSION:

In August 2017, IRWD and Rosedale jointly applied for Water Storage Improvement Program (WSIP) funding for the Kern Fan Groundwater Storage Project (Kern Fan Project) to the California Water Commission (CWC). The CWC approved a transfer of the Kern Fan Project application and funding to the Groundwater Banking Joint Powers Authority. The CWC awarded conditional funding to the Kern Fan Project based on a Maximum Conditional Eligibility Determination (MCED) in the amount of \$89.12 million, as of 2022.

On January 20, 2021, the CWC adopted regulations for early funding requests. Early funding is designed to support the implementation of the project and relieve financial burdens. Eligible early funding costs include reimbursement for work performed on the project after August 14, 2017, as well as future expected costs for activities reasonably related to the completion of environmental documentation and permitting. The early funding regulations cap awards at 5% of the MCED, which would be approximately \$4.5 million for the Kern Fan Project. Early funding is limited to 5% of the MCED since the CWC would not require the funds to be refunded should the full project not proceed. A template CWC early funding agreement, stipulating the terms and conditions is provided as Exhibit "A."

Early funding from the CWC would provide the GBJPA with approximately \$4.5 million that could be applied to eligible project costs incurred since 2017, as well as future anticipated environmental or permitting costs. Early funding is not additive to the overall CWC funding; it would be a portion of the \$89.12 million conditionally awarded to the project by the CWC. Staff recommends preparing and submitting an application for early funding to the CWC.

RECOMMENDATION:

That the Board authorize staff to prepare and submit an early funding request to the California Water Commission based on 5% of the Kern Fan Groundwater Storage Project's Maximum Conditional Eligibility Determination.

LIST OF EXHIBITS:

Exhibit "A" – Template WSIP Early Funding Agreement

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (CALIFORNIA WATER COMMISSION) AND

<FUNDING RECIPIENT NAME>

FOR

<PROJECT NAME>

WATER STORAGE INVESTMENT PROGRAM (WSIP) – EARLY FUNDING

<AGREEMENT NUMBER 46000#####>

WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014

CALIFORNIA WATER CODE 79750, ET SEQ.

THIS FUNDING AGREEMENT is entered into by and between the California Water Commission of the State of California, herein referred to as the "State" or "Commission" and the <insert Funding Recipient Name>, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient", which parties do hereby agree as follows:

- 1) PURPOSE. State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 to Funding Recipient to assist in financing planning related activities for the <insert project title with the words "Early Funding" as part of the title> (Project) pursuant to Water Code section 79750 and California Code of Regulations, title 23, sections 6000-6015.
- 2) TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by <Insert date based on schedule> and no funds may be requested after <Insert date work completed + 3 months>. Execution date is the date the State signs this Funding Agreement indicated on page <number of the signature page>.
- 3) PROJECT COST. The reasonable cost of the Project is estimated to be \$<insert Project Cost>.
- 4) FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$<INSERT AMOUNT>.
- 5) NON-PROGRAM COST SHARE. Funding Recipient agrees to fund the difference between the actual Total Project Cost, as estimated Exhibit B (Budget), and the amount specified in Paragraph 4 (Funding Amount), if any. Funding Recipient is required to provide a Non-Program Cost Share of at least 50 percent of the Total Project Cost. Non-Program Cost Share may include, but is not limited to, local, federal, or other non-WSIP State funds, as documented in Exhibit B (Budget); see Exhibit G (State Audit Document Requirements) for guidance.
- 6) FUNDING RECIPIENT'S RESPONSIBILITY. Funding Recipient and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply, and Infrastructure Improvement Act of 2014 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Project in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- 7) BASIC CONDITIONS. State shall have no obligation to disburse money for the Project under this Funding Agreement until Funding Recipient has satisfied the following conditions (if applicable):
 - a) An urban or agricultural water supplier that receives funding governed by this funding agreement shall maintain compliance with the Water Code section 10608.56.
 - b) Timely submittal of Progress Reports as specified in Paragraph 15 (Submission of Reports).

- c) Timely submittal of all deliverables as specified in Exhibit A (Work Plan).
 - d) Submittal of audited financial statements for the two most recent fiscal years.
- 8) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Funding Recipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Funding Agreement. Funding Recipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Funding Recipient shall provide copies of permits and approvals to State.
- 9) RELATIONSHIP OF PARTIES. Funding Recipient is solely responsible for planning, design, and implementation of the tasks contained within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Funding Agreement.
- 10) DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited into a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 11) ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B (Budget). Eligible Project Costs include the activities reasonably related to the completion of environmental documentation and permitting. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the Project including the portion of overhead and administrative expenses that are directly related to the Project. Work performed on the Project on or after August 14, 2017, shall be eligible for reimbursement.

Unless otherwise noted, costs that are not eligible for reimbursement with State funds cannot be counted as Non-Program Cost Share. Costs that are not eligible for reimbursement include but are not limited to the following items:

- a) Costs, other than those noted above, incurred prior to August 14, 2017.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Land acquired via eminent domain
- d) Purchase of equipment not an integral part of the Project.
- e) Establishing a reserve fund.
- f) Purchase of water supply.
- g) Monitoring and assessment costs for efforts required after project construction is complete.
- h) Replacement of existing funding sources for ongoing programs.
- i) Travel and per diem costs.
- j) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirements).
- k) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
- l) Overhead not directly related to project costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or

markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

12) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 (Basic Conditions) are met, State will disburse the whole or portions of State funding to Funding Recipient, following receipt of a signed invoice for costs incurred, including Non-Program Cost Share, and timely Progress Reports as required by Paragraph 15 (Submission of Reports). Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

- a) Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - (1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - (2) Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B (Budget). The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - (3) One set of sufficient evidence (i.e., receipts, vendor invoices, payroll records) must be provided for all costs included in the invoice.
 - (4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4 (Funding Amount) and those costs that represent Funding Recipient's costs, as applicable, in Paragraph 5 (Non-Program Cost Share).

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such. Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Program funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 (Audits) and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civil Code, sections 1572-1573; Penal Code, sections 470, 489-490.)

13) WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 14 (Default Provisions), the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Funding Recipient, as directed by

State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14 (Default Provisions). If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

14) DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:

- a) Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations.
- b) Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement.
- c) Failure to make any remittance required by this Funding Agreement.
- d) Failure to submit timely progress reports.
- e) Failure to routinely invoice State.
- f) Failure to meet any of the requirements set forth in Paragraph 7 (Basic Conditions).

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- g) Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- h) Terminate any obligation to make future payments to Funding Recipient.
- i) Terminate the Funding Agreement.
- j) Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

15) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F (Report Formats and Requirements). The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for the Project.

- a) Progress Reports: Funding Recipient shall submit Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Progress Report shall be submitted to the State no later than 90 days after the execution of the agreement with future reports then due, at least, on successive three-month increments based on the invoicing schedule and this date.
- b) Project Completion Report: Upon completion of the Project, Funding Recipient shall provide a final written report in a format as directed by the State in Exhibit F (Report Formats and Requirements). Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of project completion. The Project Completion Report shall include, in part, a description of actual work done, any

changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project.

- 16) NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - b) Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
 - c) Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during while undertaking any task set forth in Exhibit A (Work Plan), the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
 - d) The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
- 17) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
 - b) By certified U.S. mail, return receipt requested, postage prepaid.
 - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - d) By electronic means.
 - e) Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing.

Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

- 18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

<CWC Executive Officer>
California Water Commission
P. O. Box 942836
Sacramento California 94236-0001
[redacted]@water.ca.gov

<Insert Funding Recipient Project Representative title, name, mailing address and contact information>

Direct all inquiries to the Project Manager:

<CWC PM>
California Water Commission
P. O. Box 942836
Sacramento California 94236-0001
[redacted]@water.ca.gov

<Insert Funding Recipient Project Manager name, mailing address and contact information>

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – State Audit Document Requirements

Exhibit H – Land Access and Acquisition Requirements – include if land acquisition in scope

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA

California Water Commission

Joseph R. Yun
Executive Officer

Date_____

<Insert Funding Recipient name>

<Insert Funding Recipient Project Representative
Name and title>

Date_____

Approved as to Legal Form and Sufficiency

Holly G. Stout
Counsel to the Commission

Date_____

Exhibit A
Work Plan

Tasks should match the budget and schedule

Exhibit B
BUDGET

<Ensure consistent with Work Plan and Schedule. Work with Funding Recipient to develop the reimbursement method – either 1st drawdown cost share, then receive reimbursement or concurrent drawn. Select appropriate term and budget structure.>

Task	Total Costs
Task 1 Complete Environmental Documentation	
Task 2 Permitting	
Task 3 Design	
Totals	

CWC approves invoices at the overarching task-level. Subtasks are provided in the Work Plan and Schedule for additional detail, and guidance for the project manager to be aware of when administering the Funding Agreement.

Exhibit C
SCHEDULE

Ensure consistent with Work Plan and Budget, can be Gantt chart or table.

Exhibit D

STANDARD CONDITIONS

- D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- a) Separate Accounting of Funding Disbursements and Interest Records: Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - b) Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - c) Remittance of Unexpended Funds: Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.
- D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the California Water Commission color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the California Water Commission." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3) AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.
- D.4) AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. Code 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 15 (Default Provisions) or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or

the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Water Code section 79708(b))

- D.6) BUDGET CONTINGENCY: If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient.
- D.7) CALIFORNIA ENVIRONMENTAL QUALITY ACT: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act. (Public Resources Code section 21000 et seq.)
- D.8) CHILD SUPPORT COMPLIANCE ACT: The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- a) The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - b) The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9) CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.
- D.11) COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12) CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-

month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act (Government Code section 87100 et seq.).
 - d) Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the State to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14) DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Funding Recipient's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c) Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i) Will receive a copy of Funding Recipient's drug-free policy statement, and
 - ii) Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.
- D.16) GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.17) INCOME RESTRICTIONS: The Funding Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Funding Recipient under this Agreement shall be paid by the Funding Recipient to the State, to the extent that they are properly allocable to costs for which the Funding Recipient has been reimbursed by the State under this

Agreement. The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

- D.18) INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.19) INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.20) INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.21) INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.22) LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <https://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
- The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.23) MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibit A (Work Plan) which concern the budget (Exhibit B) and schedule (Exhibit C) without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.24) NONDISCRIMINATION: During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code section 12990) and the applicable regulations promulgated there under (California Code of Regulations, title 2 section 11000 et seq.). The applicable

regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.25) OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.26) PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.27) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.28) PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the Term of this Agreement.
- D.29) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.30) RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Project Costs. Withheld funds may be released upon either completion of milestones or deliverables identified in Exhibit A (Work Plan) or when the Project is completed, and the Final Report is approved by the State. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of the Project.
- D.31) RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Government Code section 6250 et seq.). Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.32) SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.33) SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both, and Funding Recipient may be subject to debarment if the State determines that:
- a) Funding Recipient, its contractors, or subcontractors have made a false certification, or
 - b) Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.

- D.34) SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.35) TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.
- D.36) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 14 (Default Provisions), the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14 (Default Provisions).
- D.37) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 calendar days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.38) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.39) TIMELINESS: Time is of the essence in this Funding Agreement.
- D.40) UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of California Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- a) No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - b) Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - c) Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.41) VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.42) WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E

AUTHORIZING RESOLUTION ACCEPTING FUNDS TEMPLATE

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A (Work Plan):

- Estimate of percent complete
- Discussion of work accomplished during the reporting period
- Milestones or deliverables completed/submitted during the reporting period
- Meetings held or attended
- Scheduling concerns and issues encountered that may delay completion of the task
- Work anticipated for the next reporting period
- Estimated reimbursable costs for the next reporting period

PROJECT COMPLETION REPORT

Provide a report summarizing the following:

- Summary of deliverables as identified in scope of work
- Summary of expenditures
- Permits obtained and date of approval

Exhibit G

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and Funding Recipient's Non-Program Cost Share and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, other funds, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Program or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.

Exhibit K

Land Access and Acquisition Requirements

Include this Exhibit if the scope of work includes land relates issues.

This exhibit provides direction and guidance regarding the supporting documentation that is necessary for disbursement of State funds for eligible costs related to the land access and acquisition.

K.1 Appraisal Specifications: For property acquisitions funded this Funding Agreement, the Funding Recipient must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

- 1) Title page with sufficient identification of appraisal assignment.
- 2) Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
- 3) Table of contents.
- 4) Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
- 5) Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
- 6) Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
- 7) Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
- 8) Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
- 9) A legal description of the subject property, if available.
- 10) For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
- 11) Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
- 12) Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the state. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
- 13) Regional, area, and neighborhood analyses. This information may be presented in a summary format.
- 14) Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
- 15) Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

- 16) Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
- 17) Subject property leasing and operating cost history, including all items of income and expense.
- 18) Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
- 19) Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
- 20) For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
- 21) Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
- 22) All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
- 23) Map(s) showing all comparable properties in relation to the subject property.
- 24) Photographs and plat maps of comparable properties.
- 25) In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
- 26) Comparable data sheets.
 - i) For sales, include information on grantor/grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - ii) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - iii) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.
- 27) For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement

Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

- 28) For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
 - 29) There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
 - 30) For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
 - 31) Implied dedication statement.
 - 32) Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
 - 33) Discussion of any departures taken in the development of the appraisal.
 - 34) Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
 - 35) If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - i) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - ii) An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.
- K.2 Escrow Processing and Closure: The Funding Recipient must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Funding Agreement and after a qualified appraisal has been approved.
- a. Name and Address of Title Company Handling the Escrow
 - b. Escrow Number
 - c. Name of Escrow Officer
 - d. Escrow Officer's Phone Number
 - e. Dollar Amount Needed to Close Escrow
 - f. Legal Description of Property Being Acquired
 - g. Assessor's Parcel Number(s) of Property Being Acquired
 - h. Copy of Title Insurance Report
 - i. Entity Taking Title as Named Insured on Title Insurance Policy
 - j. Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
 - k. Copy of Final Escrow Instructions
 - l. Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
 - m. Copy of Deed for Review Purposes Prior to Recording

- n. Copy of Deed as Recorded in County Recorder's Office
- o. Copy of Escrow Closure Notice

[DISCUSSION DRAFT]

118TH CONGRESS
2D SESSION

H. R. _____

To [_____].

IN THE HOUSE OF REPRESENTATIVES

Mr. COSTA introduced the following bill; which was referred to the Committee
on _____

A BILL

To [_____].

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. ASSISTANCE FOR GROUNDWATER RECHARGE**
4 **PROJECTS.**

5 Section 40910 of the Infrastructure Investment and
6 Jobs Act (Public Law 117–58) is amended by adding at
7 the end the following:

8 “(h) **TRANSFER AUTHORITY.**—Of the unobligated
9 balances of amounts made available under section 40901,
10 there may be made available to the Secretary \$3,000,000

1 for each of fiscal years 2025 through 20230 to carry out
2 subsection (a)(1).”.