

# INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

Ridgecrest City Hall 100 W California Ave., Ridgecrest, CA 93555 760-499-5002

## BOARD OF DIRECTORS SPECIAL MEETING AGENDA

Friday, July 22, 2022; 9:00 a.m.

***NOTICE:*** *In accordance with the evolving public health declarations, we will continue to provide live stream video for those wishing to participate virtually. Please see the Public Comment Notice below for detailed instructions on submitting public comment as well as websites for livestream broadcasting. Telephonic participation by members of the Board and staff is expected.*

*In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact April Keigwin at (805) 764-5452. Requests must be made as early as possible and at least one full business day before the start of the meeting. Documents and material relating to an open session agenda items that are provided to the IWVGA Board of Directors prior to a regular meeting will be available for public inspection and copying at Ridgecrest City Hall, 100 W California Ave, Ridgecrest, CA 93555, or online at <https://iwvga.org/>.*

### Statements from the Public

*The public will be allowed to address the Board during Public Comments about subjects within the jurisdiction of the IWVGA Board and that are NOT on the agenda. No action may be taken on off-agenda items unless authorized by law. Questions posed to the Board may be answered after the meeting or at future meeting. Dialog or extended discussion between the public and the Board or staff will be limited in accordance with the Brown Act. All Public Comment portions of the meeting shall be limited to three (3) minutes per speaker. Each person is limited to one comment during Public Comments.*

### **1. CALL TO ORDER**

- a. Pledge of Allegiance
- b. Roll Call

### **2. ADOPTION OF AGENDA AND AB 361 FINDING**

### **3. PUBLIC COMMENT**

This time is reserved for the public to address the Board about matters NOT on the agenda. No action will be taken on non-agenda items unless authorized by law. Comments are limited to three minutes per person.

### **4. BOARD MEMBER COMMENTS**

This time is reserved for comments by Board members and/or staff and to identify matters for future Board business.

### **5. AUTHORIZE AWARD OF CONTRACT FOR THE IMPORTED WATER PIPELINE ALIGNMENT STUDY**

### **6. AUTHORIZE RELEASE OF REQUEST FOR BIDS FOR MONITORING WELLS DRILLING SERVICES**

7. **AUTHORIZE WATER RESOURCE MANAGER TO PREPARE WATER RECYCLING FEASIBILITY STUDY FOR UNITED STATES BUREAU OF RECLAMATION FUNDING**
8. **DATE OF NEXT MEETING – AUGUST 10, 2022**
9. **ADJOURN**

### **PUBLIC COMMENT NOTICE**

On September 16, 2021, Governor Newsom signed into law Assembly Bill 361, relating to the convening of public meetings in light of the COVID-19 pandemic. At this time, the Indian Wells Valley Groundwater Authority is continuing to hold board meetings in order to conduct essential business. IWVGA meetings will be open to the public for physical attendance; However, for those who wish to continue using virtual alternatives please follow the directions below for access to live stream video as well as ways to submit public comment.

- **Watch meetings on-line:**  
All of our meetings are streamed live at <https://ridgecrest-ca.gov/369/Watch> (4 second streaming delay) or on YouTube at <https://www.youtube.com/cityofridgecrest/live> (22 second streaming delay) and are also available for playback after the meeting.
- **Call in for public comments:**  
If you wish to make verbal comment, *please call (760) 499-5010*. This phone line will allow only one caller at a time, so if the line is busy, please continue to dial. We will be allowing a 20-30 second pause between callers to give time for media delays and callers to dial in. Due to media delays, please mute your streaming device while making public comment. If you wish to comment on multiple items, you will need to call in as each item is presented.  
*\*Please Note – This process will be a learning curve for all, please be patient.*
- **Submit written comments:**  
We encourage submittal of written comments supporting, opposing, or otherwise commenting on an agenda item, for distribution to the Board prior to the meeting. Send emails to [akeigwin@rgs.ca.gov](mailto:akeigwin@rgs.ca.gov) written correspondence may be sent to April Keigwin, Clerk of the Board, 100 W. California Ave., Ridgecrest, CA 93555. Please specify to which agenda item your comment relates.
- **Large Groups:**  
If you are part of a large group that would like to comment on an agenda item, please consider commenting in writing. This will be as impactful to the Board as having a large group in attendance.

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** July 22, 2022

**FROM:** IWVGA Staff

**SUBJECT:** **Agenda Item 5 – Authorize Award of Contract for the Imported Water Pipeline Alignment Study**

## **BACKGROUND AND DISCUSSION**

The Authority was provided notice of award of \$7.6 million in grant funding from the California Budget Act of 2021 Sustainable Groundwater Management Grant Program SGMA implementation Round 1 grant solicitation (SGMA-IP). The grant funding will be primarily used for additional planning for the Authority’s imported water interconnection project: Design, environmental compliance, right-of-way acquisition, and other permitting and coordination with partnering agencies. The award is contingent on the execution of a grant funding agreement between the Authority and the California Department of Water Resources (DWR). DWR is currently in the process of finalizing the funding agreement prior to signature.

At the May 11, 2022 Board Meeting, Staff recommended that the Authority immediately commence eligible grant activities as the grant schedule provides that all work must be completed by April 30, 2025. As indicated in the Authority’s grant application, the first grant task involves preparation of a pipeline alignment study (Study) that will evaluate potential imported water pipeline routes and recommend a final alignment for design. The Board authorized release of a Request for Proposals (RFP) to solicit proposals from qualified engineering firms for preparation of the Study.

On June 2, the Authority hosted a pre-proposal meeting where interested parties were presented information on the RFP’s purpose, the scope of work, and the schedule. The Authority received questions regarding the RFP and posted their responses to the questions on the Authority’s website. On Monday, July 11, 2022, the Authority received proposals from Provost & Pritchard Consulting Group and TKE Engineering, Inc. A staff review committee met via conference call on Thursday, July 14, 2022 to discuss the proposals and rank them through an evaluation system. The committee agreed the proposal that best addressed the RFP was submitted by Provost & Pritchard Consulting Group.

Provost & Pritchard Consulting Group has submitted a scope of work with a budget totaling \$449,100. A Contract Services Agreement by and between Authority and Provost & Prichard Consulting Group has been prepared and is included in your Board packet.

**ACTION(S) REQUIRED BY THE BOARD**

Staff recommends that the Board authorize entering into an agreement with Provost & Pritchard Consulting Group for preparation of the Imported Water Pipeline Alignment Study.

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**CONTRACT SERVICES AGREEMENT**

**By and Between**

**Indian Wells Valley Groundwater Authority**

**and**

**Provost & Pritchard Consulting Group**

**for Imported Water Pipeline Alignment Study**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**

**AND**

**PROVOST & PRITCHARD CONSULTING GROUP**

**FOR AN IMPORTED WATER PIPELINE ALIGNMENT STUDY**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Indian Wells Valley Groundwater Authority, (“Authority”) and Provost & Pritchard Consulting Group (“Contractor”). Authority and Contractor may be referred to, individually or collectively, as “Party” or “Parties.”

**RECITALS**

- A. Whereas, The Authority has recently secured a SGMA-Implementation grant funding opportunity through DWR for planning and design-level activities intended to bring new imported water supplies into the Basin. The Study represents the first phase of these activities and is critical for the Authority to begin design, environmental compliance, right-of-way acquisition, and other tasks that will occur prior to construction;
- B. Whereas, in May, 2022 the Authority released a Request for Proposals (“RFP”) for an Imported Water Pipeline Alignment Study (“Study”);
- C. Whereas, Contractor responded to the RFP and Authority and Contractor desire to enter into this Agreement for the completion of the Study.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONTRACTOR/CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the Authority entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its



ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## **1.2 Contractor’s Proposal.**

The Scope of Services shall include the Contractor’s scope of work in its proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein as Exhibit “D”. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

## **1.3 Compliance with Law.**

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

## **1.4 Licenses, Permits, Fees and Assessments.**

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Authority, its officers, employees or agents of Authority, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Authority hereunder.

## **1.5 Familiarity with Work.**

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the Authority of such fact and shall not proceed except at Contractor’s risk until written instructions are received from the Water Resource Manager.

## **1.6 Care of Work.**

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Authority, except such losses or damages as may be caused by Authority's own negligence.

## **1.7 Further Responsibilities of Parties.**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, Authority agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Forty-Nine Thousand and One Hundred Dollars (\$449,100.00) (the "Contract Sum").

### **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

### **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Water Resource Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the Authority. Coordination of the performance of the work with Authority is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

## **2.4 Invoices.**

Each month Contractor shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Authority. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "B", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice Authority for any duplicate services performed by more than one person.

Authority shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by Authority, or as provided in Section 7.3, Authority will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Contractor for correction and resubmission. Review and payment by Authority for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

## **2.5 Waiver.**

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

### **3.2 Schedule of Performance.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Water Resource Manager but not exceeding one hundred eighty (180) days cumulatively.

### **3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to

unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Contractor shall within ten (10) days of the commencement of such delay notify the Water Resource Manager in writing of the causes of the delay. The Water Resource Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Water Resource Manager such delay is justified. The Water Resource Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the Authority for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "C").

**ARTICLE 4. COORDINATION OF WORK**

**4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

|               |                     |
|---------------|---------------------|
| Jeff Eklund   | Principal In Charge |
| Jeff Davis    | Project Manager     |
| Mike McGovern | Project Engineer    |

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Authority to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of Authority. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify Authority of any changes in Contractor's staff and subcontractors, if any,

assigned to perform the services required under this Agreement, prior to and during any such performance.

#### **4.2 Status of Contractor.**

Contractor shall have no authority to bind Authority in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Authority, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Authority. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of Authority. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Authority's employees. Contractor expressly waives any claim Contractor may have to any such rights.

#### **4.3 Water Resource Manager.**

The Water Resource Manager shall be such person as may be designated by the Authority. It shall be the Contractor's responsibility to assure that the Water Resource Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by Authority to the Water Resource Manager. Unless otherwise specified herein, any approval of Authority required hereunder shall mean the approval of the Water Resource Manager. The Water Resource Manager shall have authority, if specified in writing by the Authority Manager, to sign all documents on behalf of the Authority required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Contractor.**

Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Authority shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of Authority and shall remain at all times as to Authority a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Authority. Authority shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Authority to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the

services required hereunder without the express written approval of the Authority. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Authority. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Authority.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

### **5.1 Insurance Coverages.**

Without limiting Contractor's indemnification of Authority, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each

subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

## **5.2 General Insurance Requirements.**

(a) Proof of insurance. Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the Authority prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Contractor or Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its member agencies, elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(i) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the project will be submitted to Authority for review.

(n) Authority's right to revise specifications. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change



results in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

(p) Timely notice of claims. Contractor shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### **5.3 Indemnification.**

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Authority, its member agencies, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Authority, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Authority, its officers, agents, and employees harmless therefrom;

(c) In the event the Authority, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Authority, its member agencies, its officers, agents or employees, any and all costs and expenses

incurred by the Authority, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify Authority hereunder therefore, and failure of Authority to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of Authority's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Authority's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Authority and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Water Resource Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Water Resource Manager shall have full and free access to such books and records at all times during normal business hours of Authority, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Authority shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to Authority, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the Authority in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### **6.2 Reports.**

Contractor shall periodically prepare and submit to the Water Resource Manager such reports concerning the performance of the services required by this Agreement as the Water Resource Manager shall require. Contractor hereby acknowledges that the Authority is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Water Resource Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto

and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Authority and shall be delivered to Authority upon request of the Water Resource Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Authority’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to Authority of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Authority for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the Authority.

### **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than Authority without prior written authorization from the Water Resource Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Water Resource Manager or unless requested by the Authority Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives Authority notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then Authority shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify Authority should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice

of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Authority retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Kern, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the City of Fresno, State of California.

### **7.2 Disputes; Default.**

In the event that Contractor is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the Authority may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Authority may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Authority to give notice of the Contractor's default shall not be deemed to result in a waiver of the Authority's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Contractor hereby authorizes Authority to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Authority for any losses, costs, liabilities, or damages suffered by Authority, and (ii) all amounts for which Authority may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Authority may withhold from any

payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Authority to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Authority as elsewhere provided herein.

#### **7.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Authority of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### **7.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### **7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

#### **7.7 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Water Resource Manager. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Water Resource Manager. Except where the Contractor has initiated termination, the Contractor shall be entitled to

compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Water Resource Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Water Resource Manager, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

**7.8 Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages), and Authority may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

**7.9 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**ARTICLE 8. AUTHORITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**8.1 Non-liability of Authority Officers and Employees.**

No officer or employee of the Authority shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Authority or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor

without the express written consent of the Water Resource Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Authority in the performance of this Agreement.

No officer or employee of the Authority shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **8.3 Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

### **8.4 Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against Authority for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Authority.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the attention of the Water Resource Manager (with her/his name and Authority title), Indian Wells Valley Groundwater Authority, 100 West California Avenue, Ridgecrest California 93555 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

## **9.2 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

## **9.3 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

## **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the Authority Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

## **9.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

## **9.6 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any



money, consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials \_\_\_\_\_

**9.7 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

**AUTHORITY:**

Indian Wells Valley Groundwater Authority

\_\_\_\_\_  
Carol Thomas-Keefer, Acting General Manager

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Keith Lemieux, Board Counsel

**CONTRACTOR:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

STATE OF CALIFORNIA

COUNTY OF KERN

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: \_\_\_\_\_

**OPTIONAL**

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

**CAPAAUTHORITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

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

\_\_\_\_\_

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

STATE OF CALIFORNIA

COUNTY OF KERN

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: \_\_\_\_\_

**OPTIONAL**

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

**CAPAAUTHORITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

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

\_\_\_\_\_

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

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

## EXHIBIT “A”

### SCOPE OF SERVICES

**I.** Contractor will perform the following Services:

**A.** Task 1. Determine Capacity at Pipeline Inlet

Research available information and contact the Antelope Valley – East Kern Water Agency (AVEK) to determine the currently available pipeline capacity and the anticipated future available capacity through 2070, including seasonally and diurnally, in the California City pipeline owned and operated by AVEK. Provide the estimated current and future available capacity in the California City pipeline with a discussion of the information reviewed and the analysis conducted to determine the available capacities.

**B.** Task 2. Determine Water Demands for the Imported Water Pipeline

As the largest municipal pumper in the Indian Wells Valley Basin, the Indian Wells Valley Water District (IWWVD) is considered to be the most feasible and practical end-user of treated imported water supplies from AVEK. Research available information and contact the IWWVD to determine the IWWVD’s current and future water demands, including seasonal and diurnal demands. Work with the AUTHORITY’s Water Resources Manager to incorporate, and potentially review/update, information included in the AUTHORITY’s GSP on future imported water needs for the Indian Wells Valley Groundwater Basin (IWWGB). Identify, with input from the AUTHORITY’s Water Resources Manager, the current and future imported water needs for the IWWGB and ensure consistency with those needs identified for the IWWVD. Provide the estimated current and future water demands for the IWWVD and the current and future imported water demands for the IWWGB, with a discussion of the information reviewed and the analysis conducted to determine the demands.

**C.** Task 3. Evaluate Potential Delivery and Connection Points

Coordinate with IWWVD and identify and evaluate potential connection points within the IWWVD’s water system to receive treated imported water, considering the IWWVD water system’s capacity to distribute, store, and utilize imported water; the availability of imported water based on Task 1; and the IWWVD’s water demands and the IWWGB’s imported water demands as identified in Task 2. Provide a recommended connection point or points to the IWWVD’s water

system, a discussion of the connection points considered, information reviewed, and the analysis conducted to determine the recommended connection point(s).

#### D. Task 4. Develop Preliminary Pipeline Alignments

Provide three (3) proposed pipeline alignments spanning from the AVEK California City pipeline to the IWVWD's water system for consideration and comparison. Provide a discussion of the basis for proposing each alignment. Revise proposed alignments based on comments provided by AUTHORITY's Water Resources Manager.

#### E. Task 5. Methodology for Alternative Pipeline Alignment Comparison

Provide a proposed methodology for comparing the three (3) alternative pipeline alignments from AVEK's California City pipeline to the IWVWD water system connection point(s). The methodology should consider, at a minimum, the following factors:

- Distance and topography
  - To the greatest extent possible, minimize length of pipeline and pumping/energy requirements for water delivery.
- Potential environmental impacts and mitigation
  - Minimize impacts to habitats, drainage features, endangered species, cultural/biological resources, etc. and potential mitigation requirements.
- Land acquisition requirements
  - Consider availability of parcels to site booster stations and access to booster stations.
- Right-of-way

- Consider availability, cost, and schedule to obtain necessary rights-of-way.
- Construction costs
  - Minimize capital and pumping/energy requirements.
- Other potential permitting issues, if any.

Provide the proposed methodology with a description of how the methodology will be applied under Task 6.

#### F. Task 6. Analyze Alternative Pipeline Alignments

Analyze each of the elements included in the alignment comparison methodology from Task 5 for each of the alternative alignments. The level of analysis shall be sufficient for the application of the comparison methodology to provide a final recommended alignment.

Provide the results of the analysis for each element for each alignment and a discussion of the analysis conducted for each element.

#### G. Task 7. Conduct Alternative Pipeline Alignment Comparison

Apply the alternatives comparison methodology from Task 5 to the alternative pipeline alignments from Task 4 using the information from the analysis conducted in Task 6. Provide a recommended pipeline alignment and a discussion of the methodology applied to each of the alternatives.

#### H. Task 8. Prepare Technical Memorandum on the Alternative Alignment Study

Provide a memorandum documenting the findings of Tasks 1 through 7 and the rationale for recommending the final selected pipeline alignment.

#### I. Task 9. Project Management, Deliverables, and Meetings

There will be a kick off meeting to introduce project team members, formalize project communications, review schedule requirements, and discuss project objectives. There will be monthly progress meetings, by conference call or video meeting, of the consultant, AUTHORITY staff, and AUTHORITY's Water Resource Manager. The consultant will immediately notify the AUTHORITY staff and the AUTHORITY's Water Resource Manager of any potential delays in the project schedule.

A draft deliverable will be provided for Tasks 1 through 7. Following incorporation of comments from the AUTHORITY Technical Advisory Committee (TAC) and the AUTHORITY's Water Resources Manager, a final deliverable will be provided.

A presentation on each of the draft deliverables will be made to the TAC. A presentation on the draft and final deliverable for Task 7 will be made to the AUTHORITY Board of Directors.

**II.** As part of the Services, Contractor will prepare and deliver the following tangible work products to the Authority:

A. A draft and final memorandum summarizing the effort of Tasks 1 through 3 will be prepared;

B. For Task 4, A memorandum, including three alignment maps, a list of property owners encroached by each alignment, a summation of assessed valuation of parcels encroached, and a list of permits required will be provided.

C. For Task 6, Contractor shall present a matrix table summarizing the proposed weighting factor for each criterion listed in Task 5 to the Authority for review. Based on input from the Authority, Contractor shall modify weighting factors as appropriate and provide the tabulated matrix table for each alignment to the Authority for review.

D. For Task 5, Contractor shall present a list of key factors for the analysis of the comparison of alternative pipeline alignments during a regular meeting of the Authority's Technical Advisory Committee.

D. For Task 7, Contractor shall provide a summary table showing the ranking and overall score of each of the three alignments and a discussion that summarizes the selection of the preferred alignment.

E. For Task 8, Contractor shall provide a draft and final technical memorandum.



- III.** All work product is subject to review and acceptance by the Authority, and must be revised by the Contractor without additional charge to the Authority until found satisfactory and accepted by Authority.

**EXHIBIT "B"**

**SCHEDULE OF COMPENSATION**

**See rate sheets below**

## FEE SCHEDULE

### FEE ESTIMATE

The following represents Provost & Pritchard’s Fee Estimate for the proposed Imported Water Pipeline Alignment Study. Each project task will be performed on a time and material basis. A fee for an additional task to summarize the work effort at the completion of each task in the form of a memorandum, table, figure, or map is included as part of our Fee Estimate. These intermediate deliverables will be incorporated into the final technical memorandum. Because there is a six-month timeframe for this alignment study we do not expect a year-to-year fee escalation for our efforts.

The Fee Estimate includes costs related to additional surveying in the Ridgecrest area should drone flights not be possible (due to the presence of the Navy’s China Lake Weapons facility). All of these costs would be on a time and material basis.

| No.           | Task  | Total Budget     |
|---------------|---|------------------|
| Task 1        | Determine Capacity at Pipeline Inlet                            | \$23,600         |
| Task 2        | Determine Water Demands for the Imported Water Pipeline         | \$31,600         |
| Task 3**      | Evaluate Potential Delivery and Connection Points               | \$43,700         |
| Task 4        | Develop Preliminary Pipeline Alignments                         | \$162,300        |
| Task 5        | Methodology for Alternative Pipeline Alignment Comparison       | \$12,700         |
| Task 6        | Analyze Alternative Pipeline Alignments                         | \$19,500         |
| Task 7        | Conduct Alternative Pipeline Alignment Comparison               | \$92,500         |
| Task 8        | Prepare Technical Memorandum on the Alternative Alignment Study | \$14,600         |
| Task 9        | Project Management, Deliverables, and Meetings                  | \$48,600         |
| <b>Total:</b> |   | <b>\$449,100</b> |

\*\*Includes \$17,478 for an optional subtask to look at the feasibility of treatment at a new storage and blended water tank at the terminus in the City of Ridgecrest.

### FEE SCHEDULES

Fee Schedules for Provost & Pritchard and our subconsultants are included in the following pages.

# 2022 Standard Fee Schedule

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2022.

*Multi-year contracts are subject to any subsequent changes in these rates.*

| Staff Type                             | Fee Range           | Staff Type  | Fee Range                        |
|--|---------------------|---|----------------------------------|
| <b>Engineering Staff</b>               |                     | Senior Technician   | \$130.00 – \$150.00              |
| Assistant Engineer                     | \$97.00 – \$125.00  | <b>Construction Services Staff</b>  |                                  |
| Associate Engineer                     | \$115.00 – \$147.00 | Associate Construction Manager  | \$120.00 – \$140.00              |
| Senior Engineer                        | \$153.00 – \$184.00 | Senior Construction Manager   | \$145.00 – \$167.00              |
| Principal Engineer                     | \$195.00 – \$235.00 | Principal Construction Manager  | \$180.00 – \$210.00              |
| Associate Structural Engineer          | \$120.00 – \$146.00 | Construction Inspector <sup>(1)</sup>   | \$152.00 – \$177.00              |
| Senior Structural Engineer             | \$150.00 – \$170.00 | Construction Inspector <sup>(2)</sup>   | \$187.00 – \$218.00              |
| Principal Structural Engineer          | \$180.00 – \$230.00 | <b>Support Staff</b>  |                                  |
| <b>Specialists</b>                     |                     | Administrative Assistant  | \$70.00 – \$90.00                |
| Associate Biologist                    | \$95.00 – \$115.00  | Project Administrator   | \$80.00 – \$105.00               |
| Assistant Environmental Specialist     | \$90.00 – \$120.00  | Senior Project Administrator  | \$115.00 – \$200.00              |
| Associate Environmental Specialist     | \$126.00 – \$155.00 | Intern  | \$65.00 – \$80.00                |
| Senior Environmental Specialist        | \$155.00 – \$185.00 | <b>Surveying Services Staff</b>   |                                  |
| Principal Environmental Specialist     | \$195.00 – \$235.00 | Assistant Surveyor  | \$95.00 – \$115.00               |
| Assistant GIS Specialist               | \$75.00 – \$93.00   | Licensed Surveyor   | \$145.00 – \$175.00              |
| Associate GIS Specialist               | \$100.00 – \$127.00 | 1-Man Survey Crew   | \$175.00/\$200.00 <sup>(1)</sup> |
| Senior GIS Specialist                  | \$135.00 – \$170.00 | 2-Man Survey Crew   | \$245.00/\$285.00 <sup>(1)</sup> |
| Assistant Geologist/Hydrogeologist     | \$95.00 – \$113.00  | 2-Man Survey Crew including LS  | \$280.00/\$295.00 <sup>(1)</sup> |
| Associate Geologist/Hydrogeologist     | \$120.00 – \$150.00 | UAV (Drone) Services  | \$210.00                         |
| Senior Geologist/Hydrogeologist        | \$150.00 – \$180.00 | <small>(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)</small>                                      |                                  |
| Principal Geologist/Hydrogeologist     | \$195.00 – \$235.00 | <small>(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.</small> |                                  |
| Associate Water Resources Specialist   | \$105.00 – \$130.00 | <small>(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.</small>                          |                                  |
| Senior Water Resources Specialist      | \$135.00 – \$160.00 | <b>Additional Fees</b>  |                                  |
| Environmental & Roof Specialist        | \$120.00 – \$200.00 | Expert Witness / GIS Training: As quoted.   |                                  |
| External Affairs Specialist            | \$98.00 – \$128.00  | Travel Time (for greater than one (1) hour from employee's base office):  |                                  |
| Principal Tunneling Consultant         | \$235.00 – \$255.00 | \$80/hour (unless the individual's rate is less)  |                                  |
| <b>Planning Staff</b>                  |                     | <b>Project Costs</b>  |                                  |
| Assistant Planner/CEQA-NEPA Specialist | \$85.00 – \$105.00  | Mileage: IRS value + 15%  |                                  |
| Associate Planner/CEQA-NEPA Specialist | \$110.00 – \$133.00 | Outside Consultants: Cost + 15%   |                                  |
| Senior Planner/CEQA-NEPA Specialist    | \$140.00 – \$168.00 | Direct Costs: Cost + 15%  |                                  |
| Principal Planner/CEQA-NEPA Specialist | \$173.00 – \$196.00 |   |                                  |
| <b>Technical Staff</b>                 |                     |   |                                  |
| Assistant Technician                   | \$75.00 – \$97.00   |   |                                  |
| Associate Technician                   | \$102.00 – \$125.00 |   |                                  |



Fee Schedule

| Name           | Title                   | Billing Rate |
|----------------|-------------------------|--------------|
| David Bennett  | Partner                 | \$280        |
| Matthew Wallin | Senior Project Manager  | \$245        |
| Mary Neher     | Senior Project Engineer | \$230        |
| Kate Wallin    | Senior Scientist        | \$230        |
| Sandie Dudley  | Project Engineer        | \$200        |
| Miriam Botrous | Engineering Assistant   | \$165        |



2022 FEE SCHEDULE

**PROFESSIONAL STAFF RATES**

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

**TECHNICAL STAFF RATES**

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

**SURVEYING SERVICES**

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

**DRILLING SERVICES**

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

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



2022

**RATE SCHEDULE FOR PROFESSIONAL SERVICES**

| <u>LABOR CATEGORY:</u>                      | <u>Hourly Rate:</u> |
|---|---------------------|
| MANAGING PRINCIPAL                          | \$180.00            |
| PRINCIPAL ENGINEER                          | \$170.00            |
| PROJECT MANAGER                             | \$160.00            |
| SENIOR DESIGN ENGINEER                      | \$145.00            |
| DESIGN ENGINEER                             | \$130.00            |
| RIGHT OF WAY/RELOCATION SPECIALIST          | \$120.00            |
| STAFF ENGINEER                              | \$120.00            |
| ENGINEERING TECHNICIAN III - DESIGNER       | \$110.00            |
| ENGINEERING TECHNICIAN II                   | \$ 95.00            |
| ENGINEERING TECHNICIAN I                    | \$ 80.00            |
| RIGHT OF WAY/RELOCATION ASSISTANT           | \$ 80.00            |
| RESIDENT ENGINEER/CONSTRUCTION INSPECTOR II | \$ 95.00            |
| RESIDENT ENGINEER/CONSTRUCTION INSPECTOR I  | \$ 85.00            |
| CADD DRAFTER                                | \$ 70.00            |
| ENGINEERING AIDE                            | \$ 60.00            |
| ADMINISTRATIVE ASSISTANT                    | \$ 55.00            |
| <br>  |                     |
| VEHICLE MILEAGE                             | FEDERAL RATE        |
| PROJECT RELATED EXPENSES                    | Cost + 10%          |
| SUB-CONSULTANTS                             | Cost + 10%          |



**DAHL CONSULTANTS 2022 FEE SCHEDULE**

| <u>Personnel Category</u>                           | <u>Billing Rate</u><br><u>\$ per hour</u> |
|---|---|
| Grade 1 – Assistant Engineer / Consultant           | \$90                                      |
| Grade 2 – Staff Engineer / Consultant               | \$100                                     |
| Grade 3 – Staff Engineer / Consultant               | \$115                                     |
| Grade 4 – Associate Engineer / Consultant           | \$135                                     |
| Grade 5 – Senior Engineer / Consultant              | \$155                                     |
| Grade 6 – Senior Engineer / Consultant              | \$185                                     |
| Grade 7 – Principal Engineer / Consultant           | \$200                                     |
| Grade 8 – Senior Principal Engineer / Consultant    | \$225                                     |
| Grade 9 – Executive Principal Engineer / Consultant | \$240                                     |

These rates are billed for both regular and overtime hours in all categories. Rates may increase up to 5% annually, at Dahl Consultant’s option, for all contracts that extend beyond twelve (12) months after the date of the contract.

**OTHER PROJECT COSTS**

**Subconsultants, Subcontractors, and Other Project Expenses** - All costs for subconsultants, subcontractors, and other project expenses will be billed at cost plus a 10% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants; printing and reproduction; communications and mailing charges; shipping costs; rental vehicles; fares for travel on public carriers; meals, lodging, and other travel expenses; special fees for insurance certificates, permits, licenses, etc.; state sales and use taxes and state taxes on Dahl Consultant fees.

Automobile expenses for Dahl Consultants or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges. When required for a project, four-wheel drive vehicles owned by Dahl Consultants or the employees will be billed at a daily rate appropriate for those vehicles.

**PAYMENT TERMS**

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by Dahl Consultants and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by Dahl Consultants and will include reference to the Dahl Consultants’ invoice number.

CONVEYING YOUR WATER IS OUR BUSINESS  
 1411 32<sup>nd</sup> Street South, Fargo, ND 58103 (p) 916-221-3900 (f) 916-221-3901  
[www.dahlconsultants.com](http://www.dahlconsultants.com)



**EXHIBIT “C”**

**SCHEDULE OF PERFORMANCE**

- I. Contractor shall perform all services in a timely manner such that the final task deliverable shall be presented to the Authority within 180 days.**
- II. The Water Resource Manager may approve extensions for performance of the services in accordance with Section 3.2.**

**EXHIBIT “D”**

**CONTRACTOR’S PROPOSAL**

**See Contractor’s Proposal below**

EST. 1968

PROVOST &  
PRITCHARD

CONSULTING GROUP

An Employee Owned Company

PROPOSAL

# IMPORTED WATER PIPELINE ALIGNMENT STUDY

INDIAN WELLS  
VALLEY  
GROUNDWATER  
AUTHORITY

JULY 11, 2022

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July 11, 2022

April Keigwin, Clerk, Board of Directors  
Indian Wells Valley Groundwater Authority  
100 West California Avenue  
Ridgecrest, CA 93555

**RE: Indian Wells Valley Groundwater Authority Imported Water Pipeline Alignment Study**

Ms. Keigwin:

Provost & Pritchard Consulting Group (Provost & Pritchard) is pleased to submit the enclosed proposal for the subject project. The two hard copies of the proposal are printed on paper that contains more than 25% post-consumer recycled material. A thumb drive with an electronic copy is also included.

The Indian Wells Valley Groundwater Authority (Authority) has a daunting task in finding a source of imported water and planning, designing, and constructing a conveyance facility with which to import it. We understand that you require a firm like ours to study three alignments and compare them against a set of technical factors or screening criteria in order to select one preferred alternative. These alignments would convey treated water from a point on the California City Feeder in California City to a connection point with the Indian Wells Valley Water District in or around Ridgecrest. The California City Feeder is owned and operated by the Antelope Valley-East Kern Water Agency (AVEK).

With at least one major railroad, a California State Park (Red Rock Canyon State Park), most of the available land federally owned and managed by the Bureau of Land Management, two major highways (State Route 14 and US 395), numerous ephemeral streambeds, and a set of 1600-foot-high hills in between the starting and end points of the proposed pipeline alternatives, there are challenges to be met in completing this study (see Figure 1).

The Provost & Pritchard team, with key employees who play important roles in this project along with our subconsultants, has a history of performing pipeline alignment studies in California. We are a 54-year-old engineering firm with more than 230 employees in eight offices throughout the Central Valley. We have planned and designed conveyance pipelines throughout our history. Section 4 of this proposal details three similar past projects that we or our subconsultants have completed.

Our project manager, Jeff Davis, managed the planning effort for the 12-foot diameter Inland Feeder from Devil Canyon to Diamond Valley Lake as an employee of the Metropolitan Water District of Southern California, as well as the planning effort for a conveyance line from Lake Mathews to southern Orange County. The former is in operation; the latter has not been constructed.

Mike McGovern will serve as project engineer for this alignment study. Mr. McGovern has over 25 years of experience in the water industry. Mr. McGovern served as project engineer for a 6 mile 60-inch diameter raw water pipeline alignment study to serve a southwest Bakersfield water treatment plant for Cal Water Service Company. He was also the project engineer for an alignment study of a 6 mile 60-inch diameter gravity fed pipeline for Western Municipal Water District to deliver water from the Metropolitan Water District of Southern California's Mills Water Treatment Plant to Western Municipal Water District's Mockingbird Pump Station.

We have also assembled a team of subconsultants that we have worked with previously and who are highly qualified to support this effort and to ensure that the recommended alignment is the best alternative for the Authority. Soils Engineering, Inc. will provide geotechnical and geological support. Ruetters & Schuler will provide landowner information. Bennett Trenchless will provide advice on tunneling options at various points along each alignment. Dahl Consultants will provide overall technical support on hydraulic and constructability issues.

Dan Flory of Provost & Pritchard is the former General Manager of AVEK and is well-positioned to work with AVEK staff on capacity in the California City Feeder. Jeff Davis of Provost & Pritchard has worked closely with Krieger and Stewart on a Groundwater Sustainability Plan and is well-positioned to work with them on engineering issues related to the Indian Wells Valley Water District (IWWVD).

We have developed a scope of work that utilizes the alignment screening factors listed in the RFP and have included additional factors based on our experience with transmission pipelines. Our staff is very familiar with the area and the local terrain. We currently have a number of projects ongoing in the Ridgecrest area, including projects with the City of Ridgecrest and Webcor Builders.

We are excited about supporting the efforts of the Authority to bring imported water to the Indian Wells Valley Basin. Please feel free to contact Jeff Eklund or Jeff Davis at (661) 616-5900, or their respective emails shown below, if you have any questions regarding our proposal.

Respectfully,



Jeff Eklund, PE  
Director of Operations  
JEklund@ppeng.com



Jeff Davis, PE  
Principal Engineer  
JDavis@ppeng.com

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

# IMPORTED WATER PIPELINE ALIGNMENT STUDY

## Proposal

July 11, 2022

**Prepared for:**

**INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**

April Keigwin, Clerk of the Board of Directors  
100 W. California Ave.  
Ridgecrest, CA 93555  
Telephone: (805) 764-5452  
Email: [akeigwin@rgs.ca.gov](mailto:akeigwin@rgs.ca.gov)

**Submitted by:**

**PROVOST & PRITCHARD CONSULTING GROUP**

1800 30th St. Suite 280  
Bakersfield, CA 93301  
Phone: (661) 616-5900

[www.provostandpritchard.com](http://www.provostandpritchard.com)

This proposal is printed on paper that contains 25% post-consumer recycled content.



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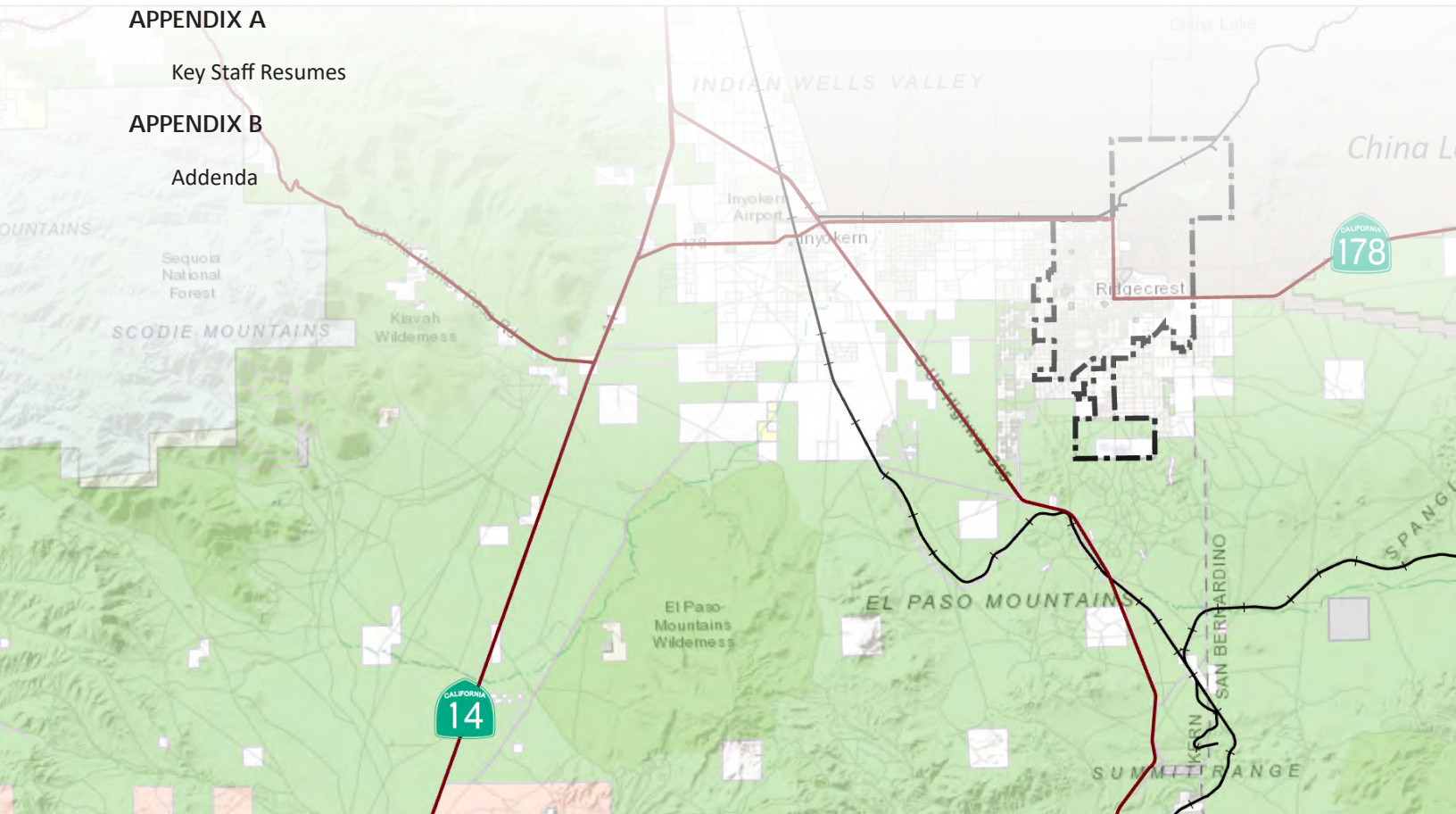
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**APPENDIX A**

Key Staff Resumes

**APPENDIX B**

Addenda



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## PROJECT TEAM

### PRIME TEAM MEMBER

#### Provost & Pritchard Consulting Group

1800 30th St. Suite 280  
Bakersfield, CA 93301  
Phone: (661) 616-5900  
Fax: (661) 616-5890

#### CONTACT:

##### Jeff Eklund, PE

Principal-in-Charge  
JEklund@ppeng.com

##### Jeff Davis, PE

Project Manager  
JDavis@ppeng.com

### FIRM OVERVIEW



In 1968, Provost & Pritchard Consulting Group began a tradition of engineering excellence in the San Joaquin Valley. Over the last 54 years, Provost & Pritchard has grown in size, services offered, and geography with eight office locations in Bakersfield, Visalia, Clovis, Modesto, Los Banos, Sacramento, Chico and Sonora, California. With more than 230 employees, our staff is diverse in their specialties, including civil engineering, water and wastewater specialists, hydrogeologists, grant writers, CEQA planners, environmental specialists, land use planners, land surveyors, construction managers and field representatives, and support personnel. Provost & Pritchard is a California Corporation.

### SUBCONTRACTORS

#### BENNETT TRENCHLESS ENGINEERS

##### Contact: Kate Wallin

950 Glenn Drive, Suite 115  
Folsom, CA 95630  
Phone: (916) 294-0095  
Fax: n/a  
kate.wallin@bennetttrenchless.com



Bennett Trenchless Engineers, LLP is a certified California SBE specialty consulting engineering firm located in Folsom, CA that focuses 100% on trenchless technology. The partners of the firm, David Bennett and Matthew Wallin, are recognized industry leaders who bring extensive experience to bear in developing innovative, cost-effective solutions to complex, real-world problems. The firm specializes in all aspects of design, including feasibility studies, full design services, and construction management services. Technologies mastered by the firm include microtunneling, open-shield pipejacking, earth pressure balance pipejacking and tunneling, horizontal directional drilling, pilot tube method, and pipe ramming.

Studies have included evaluation of geotechnical data and site conditions to determine the most favorable construction method. Feasibility studies have led to the development of design reports, recommending construction methods, pipe diameter, alignment, appropriate pipeline depths, the evaluation of relative risks, and development of risk avoidance and risk management strategies.

Design services have included the production of trenchless plans and specifications, geotechnical baseline reports, project schedules, and engineer's cost estimates. The firm has conducted design reviews and served on value engineering panels at various levels of design, suggesting modifications to add value and reduce construction risk of the project.

## SOILS ENGINEERING, INC. (SEI)

**Contact: On Man Lau**  
 4400 Yeager Way  
 Bakersfield, CA 93313  
 Phone: (661) 831-5100  
 Fax: (661) 831-2111  
 onman@soilsengineering.com



Soils Engineering, Inc. (SEI) has been in the business of providing Geotechnical Engineering and Engineering Geology for almost 60 years. SEI has also provided materials testing, soil remediation analyses, and land surveying services in central California during this time.

## RUETTIGERS & SCHULER CIVIL ENGINEERS

**Contact: Ian J. Parks**  
 1800 30th Street, Suite 260  
 Bakersfield, CA 93301  
 Phone: (661) 327-1969  
 Fax: (661) 327-1993  
 ian@rscivil.com



Ruettgers & Schuler Civil Engineers, established in 1980 in Bakersfield California. The firm specializes in transportation and public works facilities design and construction, right-of-way engineering, acquisition and relocation, utility relocations, traffic impact and transportation studies and railroad grade separation projects. The majority of projects undertaken by the firm involve working directly with public agencies including special districts, cities, counties and the State of California, through their public works or transportation offices.

## DAHL CONSULTANTS

**Contact: Wayne Dahl**  
 157 Parkshore Drive  
 Folsom, California 95630  
 Phone: (916) 221-3900  
 Fax: n/a  
 wdahl@dahlconsultants.com



Dahl Consultants, Inc. (Dahl Consultants) is focused on providing planning, design, and construction management services to water agencies in the western U.S. primarily for projects involving raw water conveyance facilities including canals, pipelines, and pump stations.

Our founders and staff have worked on the delivery of significant water conveyance projects in California and the western U.S. for over 35 years for numerous water agencies including: Antelope Valley – East Kern Water Agency, Banta-Carbona Irrigation District, Contra Costa Water District, Central Arizona Water Districts, Coachella Valley Water District, DWR, Friant Water Authority, Imperial Irrigation District, Metropolitan Water District of Southern California, USBR, San Diego County Water Authority, Semitropic Water Storage District, West Stanislaus Irrigation District, and others.

Representative projects include planning, design, and construction services for significant projects involving many miles of lined and unlined canals, large diameter pipelines, fish screens, pump stations, and other related appurtenances.

## KEY STAFF

| Name  | Title  | Project Role/<br>Area of Responsibility              | Licensure/Certifications                                   |
|---|--|--|--|
| <b>Provost &amp; Pritchard Consulting Group</b> |  |  |  |
| Jeff Eklund, PE                                 | Principal Engineer                             | Principal-in-Charge                                  | Civil Engineer, California #75680                          |
| Jeff Davis, PE                                  | Principal Engineer                             | Project Manager,<br>Primary Contact                  | Civil Engineer, California #36337                          |
| Mike McGovern, PE                               | Senior Engineer                                | Project Engineer                                     | Civil Engineer, California #61218                          |
| Matt Kemp, PE                                   | Chief Strategic Officer/<br>Principal Engineer | QA/QC  | Civil Engineer, California #66088                          |
| Tim Odom, PLS                                   | Land Surveyor                                  | Survey and UAV (drone flights).                      | Professional Land Surveyor, California #8468               |
|   |  |  | FAA Remote Pilot, SUAS Rating, Cert. #4384797              |
| Nick Jacobson, PE                               | Senior Engineer                                | Hydraulic Analysis                                   | Civil Engineer, California #84909                          |
|   |  |  | Certified Level One Water Loss Audit Validator             |
| Dan Flory, PE                                   | Principal Engineer                             | AVEK Coordination                                    | Civil Engineer, California #33004                          |
| Dena Giacomini                                  | Senior Planner                                 | Environmental/Cultural/<br>Permitting                | HAZWOPER (40 hours)  |
|   |  |  | RCRA/ DOT HAZMAT   |
|   |  |  | Hazard Communication                                       |
|   |  |  | Erosion and Sediment Control Lead                          |
| Phil Slater                                     | Senior GIS Specialist                          | GIS  | Wetland Delineator   |
|   |  |  |  |
| Rick Darnley                                    | Construction Services Manager                  | Constructability and Construction Cost Review        | OSHA Construction Safety & Health Training, 10-Hour Course |
|   |  |  | Competent Person, Trench and Excavation Standards          |
|   |  |  | Medic First Aid Training Programs                          |
| <b>Bennett Trenchless</b>                       |  |  |  |
| Matthew Wallin                                  | Senior Project Manager                         | Trenchless Design/<br>Feasibility                    | Civil Engineer, California #65002                          |
| <b>Soils Engineering, Inc.</b>                  |  |  |  |
| On Man Lau, GE                                  | Senior Geotechnical Engineer                   | Quality Control                                      | Geotechnical Engineer, California #2644                    |
| <b>Ruettgers and Schuler Civil Engineers</b>    |  |  |  |
| Sheila K. Plane                                 | Right of Way Agent                             | Right of Way Acquisition and Relocation              | DRE Broker 01329199  |
| <b>Dahl Consultants (Technical Advisory)</b>    |  |  |  |
| Wayne Dahl, PE                                  | Wayne Dahl                                     | Hydraulics/<br>Constructability<br>Technical Advisor | Civil Engineer, California #45611                          |

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# PROJECT PERSONNEL

## ORGANIZATION CHART

The following chart represents Provost & Pritchard’s team organization for this project.

Provost & Pritchard will not substitute lead personnel without prior approval of IWVGA.



## WORK PLAN

Provost & Pritchard has assembled a large team of skilled professionals to execute this project. Below, please find a list of key project personnel (including subconsultants), along with their responsibilities on the project.

### PROVOST & PRITCHARD STAFF

**Jeff Eklund — Principal-in-Charge.** Mr. Eklund, Director of Operations, heads our Bakersfield office, and will be responsible for the overall project and its quality. As a management representative for Provost and Pritchard, Mr. Eklund will be the authorized signatory for the contract with the Authority. In addition to his role as Principal-in-Charge, he will also play a quality assurance and quality control role during each milestone task of the project. He will review the project deliverables to ensure that all Provost & Pritchard standards are met and that the Authority is satisfied with the final product.

**Jeff Davis — Project Manager.** Mr. Davis will manage the project from start to finish and will be the primary point of contact for the Authority. He will be responsible for ensuring that the project is completed in the allotted six-month period, and that it meets the budget referenced in the contract. He will manage Provost & Pritchard staff as well as our subconsultants. He will submit monthly progress reports, chair monthly progress meetings, submit emailed bi-weekly status reports, and make presentations to both the Board and the TAC (along with other staff as appropriate). Mr. Davis will also be responsible for working with the IWWWD and IWVGA to determine projected imported water demands through 2070.

**Mike McGovern — Project Engineer.** Mr. McGovern will be responsible for coordinating and assisting with all technical aspects of the project on a day-to-day basis. In that role, he will communicate with both Provost & Pritchard staff and subconsultants regularly and report to the Project Manager several times a week and daily during portions of the project. He will work with Mr. Davis to prepare monthly invoices to the Authority based on work accomplished each month. While Mr. Davis will be the primary point of contact for the Authority, both Mr. McGovern and Mr. Davis will be in the field, meeting with Authority staff and consultants frequently. Mr. McGovern will also have the specific responsibility of working with IWWWD staff to determine potential connection points, and for analyzing these to find the preferred connection point.

**Matt Kemp — Quality Control/Assurance.** Mr. Kemp leads Provost & Pritchard's municipal engineering group and has extensive experience in planning, design, and construction of pipelines and pump stations. He will play a review and quality assurance role, providing input at key decision points prior to submitting deliverables, and ensuring that all reasonable alternatives are thoroughly vetted.

**Tim Odom — Survey and UAV (drone) flights.** Mr. Odom will lead a two-man crew to perform a 200-300-foot wide by 40-50-mile-long aerial drone survey of the preferred alignment at a 4-inch resolution and a digital terrain model at 5-foot intervals. In areas where there are military flight restrictions within the Inyokern/Ridgecrest area, he will supplement collected data with existing imagery from other sources, and with a field survey, if necessary.

**Phil Slater — GIS.** Mr. Slater will be responsible for creating all maps used during the analysis and in the technical memorandum. He will work with Mr. Odom to take the information garnered from drone flights and include it in maps that will be used both in the deliverables and in presentations.

**Nick Jacobson — Hydraulics.** Mr. Jacobson will be responsible for hydraulic calculations related to booster pump stations and potential power recovery facilities. Once potential booster pump station sites are identified, he will be responsible for performing a preliminary design of each station, identifying the number and type of pumps, the hydraulic lift required, power requirements, the potential need for a forebay, and a rough footprint of each station.

**Dena Giacomini — Environmental, Cultural, and Permitting.** Ms. Giacomini will be responsible for all environmental analysis, for identifying potential permits and the process required to obtain them, and identification of tribal/cultural/historical areas that should be avoided or treated with the appropriate mitigation measures.

**Dan Flory — AVEK demands.** Mr. Flory, a former General Manager of AVEK, will be responsible for working with AVEK to determine current and future capacity in the California City feeder, along with other information on the feeder, including current and projected hydraulic head, exact location of the line, and potential tie-in points.



**Rick Darnley — Constructability and Construction Cost Review.** Mr. Darnley heads Provost & Pritchard’s construction inspection group. In this capacity, he will review the project area for general constructability issues and review the preferred alignment in detail for constructability issues, including construction in populated areas, in various types of soil and rock, as well as construction in remote areas with limited access. He will also review each proposed alignment considering construction costs, including issues that can increase construction costs.

## SUBCONSULTANTS

**Matthew Wallin, Bennett Trenchless Technologies.** Mr. Wallin will support the project by providing information on where trenchless technology may be used instead of open cut construction, and what specific technology to use.

**On Man Lau, Soils Engineering.** Mr. Lau and his geologist on staff will provide input on earthquake faults and surficial geology that will impact the project generally, and more specifically for the preferred alignment.

**Sheila Plane, Ruetters & Schuler.** Ms. Plane will provide the number of parcels traversed and a list of landowners adjacent to all three alignments, as well as assessed values of land for booster pump stations, based on tax assessment records. Ms. Plane will also utilize an appraiser familiar with the current market value of land in the project area. This will be used to provide a range of right-of-way and temporary construction easement costs. Her work will include input on the on the land acquisition process and schedule impact of friendly acquisition versus eminent domain.

**Wayne Dahl, Dahl Consultants.** Mr. Dahl will provide his expertise on various issues throughout the project, primarily (though not exclusively) related to the location and hydraulics of booster pump stations, constructability issues, and criteria to consider in initiating the three alignments.

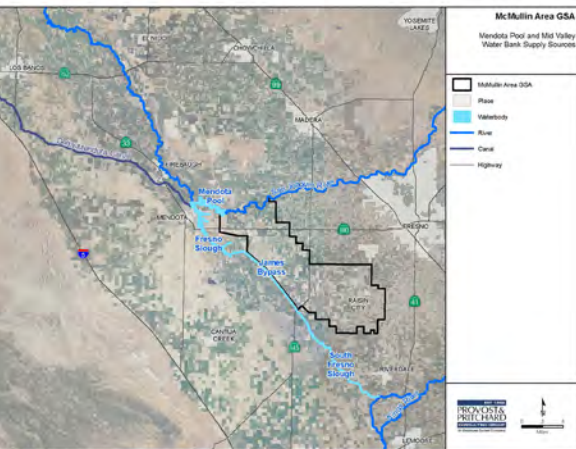
While other staff from Provost & Pritchard and the subconsultants will be involved in the project, these are the key staff that will have major project responsibilities.

## KEY STAFF RESUMES

Resumes for all team members can be found in the Appendix to this submittal.

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# REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK



## PROJECT HIGHLIGHT:

Several alignment alternatives were reviewed as part of the design process.

## PROJECT HIGHLIGHT:

... study to select the most feasible alignment between the upper reaches of the Canal and the SWTP.

## AREA GROUNDWATER BANK EXPANSION PROJECT, MCMULLIN AREA GROUNDWATER SUSTAINABILITY AGENCY FRESNO, KINGS, TULARE COUNTIES

### Contact: Matt Hurley

General Manager  
McMullin Area Groundwater Sustainability Agency  
275 S Madera Ave, Suite 301, Kerman, CA 93630  
(559) 515-3339  
mhurley@mcmullinarea.org

During flood releases on the North Fork of the Kings River, Phase 1 of the Project diverts flows to farmland in the vicinity of the McMullin Grade and James Bypass for the purposes of flood protection benefits downstream. The McMullin Expansion project will involve construction of a canal and structures that will extend the current Phase 1 canal east towards Raisin City Water District (RCWD). The canal will have a conveyance capacity of 300 cubic feet per second (CFS) and will have an alignment approximately 11 miles in length. The design will upgrade the existing Floral Avenue pump station from 150 to 600 CFS and will include construction of three additional 300 CFS pump stations along the length of the new canal. There will be ten farm road crossings, two paved road crossings, and three pump stations. Several alignment alternatives were reviewed as part of the design process. The alternatives review included conversations with landowners, elevation profile review, identification of impacted facilities and structures, and cost analysis.

**Results/Status:** This project is currently in design. A design criteria report is being drafted that discusses the design components and the review of alternatives.

## FRIANT-KERN CANAL RAW WATER PIPELINE CITY OF FRESNO

### Contact: Brock Buche, PE

Director of Public Utilities  
City of Fresno  
2101 "G" Street, Building A, Fresno, CA 93706  
(559) 621-1610  
Brock.Buche@fresno.gov

Provost & Pritchard prepared the design of a 5-mile long, 60-inch diameter raw water pipeline for the City of Fresno Northeast Surface Water Treatment Plant. An **alignment study** was conducted to select the most feasible alignment between the upper reaches of the Friant-Kern Canal and the City's Northeast Surface Water Treatment Plant. Selected pipe material for this project was cement mortar lined and coated welded steel pipe. The project included plant piping and controls integration, a crossing under the Big Dry Creek Diversion Channel, and a turnout and meter structure at the Friant-Kern Canal. The pipeline alignment was predominantly located outside roadways in easements across rolling terrain through sensitive biological

habitats which required mitigation for various species, including the California Tiger Salamander. Permitting was required from numerous agencies, including the Army Corps of Engineers, the Bureau of Reclamation, California Fish and Wildlife, Friant Users Water Authority, Fresno Metropolitan Flood Control District, the County of Fresno and Garfield Water District. The project included an alignment study, stakeholder outreach, environmental review documents, permitting, right-of-way acquisition, land surveying, utility coordination and potholing, design, construction documents, and engineering services during bidding and construction.

**Results/Status:** Design and construction for this project is complete

## NORTH IN-LIEU PIPELINE PROJECT, ARVIN-EDISON WATER STORAGE DISTRICT KERN COUNTY, CALIFORNIA



Contact: Jeevan Muhar  
Engineer-Manager  
Arvin-Edison Water Storage District  
P.O. Box 175, Arvin, CA 93203  
(661) 854-5573  
jmuhar@aewsd.org

The project included the development of bi-directional water delivery and banked water return facilities for 650 acres of permanent crops including project master-planning with review and selection of alternative pipeline alignments, design, bidding and construction assistance. The in-lieu groundwater banking system is comprised of approximately 8 miles of pipelines serving 4,000 acres of irrigated agriculture. The program involves use of surface water delivered in-lieu of groundwater, and also allows for the participating growers to return water from the banking operation to the District's canal. A 50 cfs reverse flow pumping facility was also added to the District's North Canal to better distribute well water to meet critical drought water supply needs. Provost & Pritchard also prepared the application for California Department of Water Resources Prop 84 Drought Solicitation Improvement Grant funding through the Kern Integrated Regional Water Management Group.

**Results/Status:** The first phase of the project was put into operation in 2018. The CEQA process for developing the remainder of the project has been completed, and the design of the subsequent phases has been initiated.



### PROJECT HIGHLIGHT:

BTE provided preliminary assessment of at least seven trenchless crossing locations along the various candidate alignments.

## BENNETT TRENCHLESS ENGINEERS

### CHAIN OF LAKES PIPELINE ALIGNMENT STUDY, ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ZONE 7

#### LIVERMORE, CA

Contact: Curtis Lam  
 President  
 HydroScience  
 741 Allston Way, Berkeley, CA 94710  
 (510) 403-4636  
 clam@hydroscience.com

BTE served as a specialty sub-consultant to HydroScience Engineers on the alignment study for Zone 7's proposed Chain of Lakes pipeline. The raw water pipeline will consist of approximately 6 to 7 miles of 30- to 48-inch diameter pipe. BTE provided preliminary assessment of at least 7 trenchless crossing locations along the various candidate alignments. Considerations include permit requirements of both UPRR and Caltrans for specific crossings, as well as challenging ground conditions including permeable sand and gravel soils with high groundwater and potential for cobbles and boulders. Alignment alternatives also considered impacts to local traffic, environmentally sensitive areas, and community impacts.

**Results/Status:** Final Design RFP anticipated Q3 2023



## SOILS ENGINEERING, INC. (SEI)

### GEOLOGIC HAZARD STUDIES, PRELIMINARY ENVIRONMENTAL ASSESSMENTS (PEA) AND REMEDIAL ACTION IMPLEMENTATION AT EIGHT (8) SCHOOL SITES, KERN HIGH SCHOOL DISTRICT

#### BAKERSFIELD, CA

Contact: Jenny Hannah Brown  
 Facilities Director  
 Kern High School District  
 80 S. Mt. Vernon Ave., Bakersfield, CA 93307  
 (661) 396-4969  
 jenny\_hannah@kernhigh.org

SEI conducted the following Geologic, Environmental & Geotechnical Services at eight (8) New High School Sites for the KHSD.

- Conducted Geologic Hazard Studies and Geotechnical Investigations at eight (8) proposed High School sites which has included:
  - Determining the soil type and characteristic of the subsurface soil by advancing soil borings and collecting soil samples for geotechnical testing.

**PROJECT HIGHLIGHT:**

Determining the Site Class and Seismic Design Parameters for each site based on site-specific characteristics (blowcount per foot, soil types, USGS fault location data, etc).

- Determining the geologic setting of each site based on the review of available Geologic Maps and the soil/rock encountered in the soil borings conducted.
- Determining if the site is within or near any Alquist-Priolo Fault zones.
- Determining the Site Class and Seismic Design Parameters for each site based on site-specific characteristics (blowcount per foot, soil types, USGS fault location data, etc).
- Evaluating the seismic hazard for the site based on the nearby active faults and their historical activity and intensity/magnitude of the earthquakes on these faults.
- Determining the flood zones and if they are in a flood inundation area of potential concern.
- Determining Liquefaction Potential and estimating seismic induced settlement at each site.
- Assist in the preparation of the Geotechnical Investigation reports.

**Results/Status:** For the Kern High School Projects 6 of the 8 sites mentioned are completed. The Career Technical Training Center (CTEC) is still undergoing annual inspections but nothing major left. The new Del Oro High School is currently under construction.

**RUETTGERS & SCHULER CIVIL ENGINEERS**

**34TH STREET RULE 20A PG&E UNDERGROUNDING PROJECT,  
CITY OF BAKERSFIELD/PG&E**

**BAKERSFIELD, CA**

Contact: Navdip Grewal  
Civil Engineer IV, Public Works  
City of Bakersfield  
1501 Truxtun Avenue, Bakersfield, CA 93301  
(661) 326-3361  
ngrewal@bakersfieldcity.us

The project will remove the existing power poles along 34th Street and will place the electric lines underground within City of Bakersfield Right of Way. Through investigation and coordination with property owners, the City of Bakersfield and PG&E., creative solutions were found and utility easements were acquired for PG&E ancillary equipment.

**Results/Status:** Easements were obtained from five different owners, four of which were dedicated at no cost to the project.

**PROJECT HIGHLIGHT:**

Through investigation and coordination with property owners, the City of Bakersfield and PG&E., creative solutions were found and utility easements were acquired for PG&E ancillary equipment.




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**PROJECT HIGHLIGHT:**

The team provided environmental documentation, preliminary design, public outreach, land acquisition, final design, engineering, and bid support for the Oasis In-Lieu Recharge Project.

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## DAHL CONSULTANTS

### OASIS IN-LIEU RECHARGE PROJECT, COACHELLA VALLEY WATER DISTRICT COACHELLA, CA

Contact: Dan Charlton  
Assistant General Manager  
Coachella Valley Water District  
75-515 Hovley Lane East  
Palm Desert, CA 92260  
(760) 398-2661  
dcharlton@cvwd.org

The team provided environmental documentation, preliminary design, public outreach, land acquisition, final design, engineering, and bid support for the Oasis In-Lieu Recharge Project. Dahl Consultants worked closely with CVWD to meet the tight schedule of the project, which is currently in the second phase of construction. The project consists of converting approximately 7,100 acres of land that is currently irrigated (or formerly irrigated) from groundwater wells to the use of up to 32,000 AF of canal water that will be delivered from the Coachella Canal.

The first phase of the Project, which was recently completed, included facilities to retire and replace the Oasis Tower. The Oasis Tower is a 40-foot-high circular standpipe that received water from Lateral 97.1 and served as a distribution point for five gravity flow laterals (including a wasteway pipeline) that exited the tower in a configuration similar to the spokes of a wagon wheel. Piping changes were required to bypass the Oasis Tower and the reconfiguration resulted in the Oasis Tower no longer being a functional part of the system. The Phase I facilities included the Oasis Tower bypass, Lateral 97.1 Tie-In facility, a 60-acre feet reservoir, a control structure to maintain the required system pressures, and half a mile of 72-inch steel piping.

Dahl Consultants is currently providing design services during construction for the second phase of the Project, which is anticipated to be completed by October 2022. The Phase II project facilities include 18 miles of pipeline that varies from 12 inches to 66 inches, four regulating/storage reservoirs, four new pump stations, two replacement pump stations, and 43 delivery points. The team provided all the easement acquisition activities to acquire a total of 75 easements (permanent easement, temporary construction easements, and land in fee) from 29 different landowners for all the Phase II facilities.

**Results/Status:** Under construction

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## STATEMENT OF FINANCIAL CAPACITY

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Provost & Pritchard Consulting Group continues to be a financially strong and viable consulting services firm with many employees having been with the company for more than 10 years. Provost & Pritchard's management is comprised of key principals and officers who are also shareholders with an average of over 15 years of service to the company. They continue to follow the prudent approach to financial management and growth of the company as established by its founders. Provost & Pritchard's staff utilize the latest project management tools that allow them to monitor both a project's schedule and budget in real-time. Ultimately this allows our project managers to keep projects on time and on budget. Through this success, the company has been able to fund its operations from its own resources, without the need for external borrowing.

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## FEE SCHEDULE

### FEE ESTIMATE

The following represents Provost & Pritchard's Fee Estimate for the proposed Imported Water Pipeline Alignment Study. Each project task will be performed on a time and material basis. A fee for an additional task to summarize the work effort at the completion of each task in the form of a memorandum, table, figure, or map is included as part of our Fee Estimate. These intermediate deliverables will be incorporated into the final technical memorandum. Because there is a six-month timeframe for this alignment study we do not expect a year-to-year fee escalation for our efforts.

The Fee Estimate includes costs related to additional surveying in the Ridgecrest area should drone flights not be possible (due to the presence of the Navy's China Lake Weapons facility). All of these costs would be on a time and material basis.

| No.           | Task  | Total Budget     |
|---------------|---|------------------|
| Task 1        | Determine Capacity at Pipeline Inlet                            | \$23,600         |
| Task 2        | Determine Water Demands for the Imported Water Pipeline         | \$31,600         |
| Task 3**      | Evaluate Potential Delivery and Connection Points               | \$43,700         |
| Task 4        | Develop Preliminary Pipeline Alignments                         | \$162,300        |
| Task 5        | Methodology for Alternative Pipeline Alignment Comparison       | \$12,700         |
| Task 6        | Analyze Alternative Pipeline Alignments                         | \$19,500         |
| Task 7        | Conduct Alternative Pipeline Alignment Comparison               | \$92,500         |
| Task 8        | Prepare Technical Memorandum on the Alternative Alignment Study | \$14,600         |
| Task 9        | Project Management, Deliverables, and Meetings                  | \$48,600         |
| <b>Total:</b> |   | <b>\$449,100</b> |

\*\*Includes \$17,478 for an optional subtask to look at the feasibility of treatment at a new storage and blended water tank at the terminus in the City of Ridgecrest.

### FEE SCHEDULES

Fee Schedules for Provost & Pritchard and our subconsultants are included in the following pages.

# 2022 Standard Fee Schedule

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2022.

*Multi-year contracts are subject to any subsequent changes in these rates.*

| Staff Type                             | Fee Range           |
|--|---------------------|
| <b>Engineering Staff</b>               |                     |
| Assistant Engineer                     | \$97.00 – \$125.00  |
| Associate Engineer                     | \$115.00 – \$147.00 |
| Senior Engineer                        | \$153.00 – \$184.00 |
| Principal Engineer                     | \$195.00 – \$235.00 |
| Associate Structural Engineer          | \$120.00 – \$146.00 |
| Senior Structural Engineer             | \$150.00 – \$170.00 |
| Principal Structural Engineer          | \$180.00 – \$230.00 |
| <b>Specialists</b>                     |                     |
| Associate Biologist                    | \$95.00 – \$115.00  |
| Assistant Environmental Specialist     | \$90.00 – \$120.00  |
| Associate Environmental Specialist     | \$126.00 – \$155.00 |
| Senior Environmental Specialist        | \$155.00 – \$185.00 |
| Principal Environmental Specialist     | \$195.00 – \$235.00 |
| Assistant GIS Specialist               | \$75.00 – \$93.00   |
| Associate GIS Specialist               | \$100.00 – \$127.00 |
| Senior GIS Specialist                  | \$135.00 – \$170.00 |
| Assistant Geologist/Hydrogeologist     | \$95.00 – \$113.00  |
| Associate Geologist/Hydrogeologist     | \$120.00 – \$150.00 |
| Senior Geologist/Hydrogeologist        | \$150.00 – \$180.00 |
| Principal Geologist/Hydrogeologist     | \$195.00 – \$235.00 |
| Associate Water Resources Specialist   | \$105.00 – \$130.00 |
| Senior Water Resources Specialist      | \$135.00 – \$160.00 |
| Environmental & Roof Specialist        | \$120.00 – \$200.00 |
| External Affairs Specialist            | \$98.00 – \$128.00  |
| Principal Tunneling Consultant         | \$235.00 – \$255.00 |
| <b>Planning Staff</b>                  |                     |
| Assistant Planner/CEQA-NEPA Specialist | \$85.00 – \$105.00  |
| Associate Planner/CEQA-NEPA Specialist | \$110.00 – \$133.00 |
| Senior Planner/CEQA-NEPA Specialist    | \$140.00 – \$168.00 |
| Principal Planner/CEQA-NEPA Specialist | \$173.00 – \$196.00 |
| <b>Technical Staff</b>                 |                     |
| Assistant Technician                   | \$75.00 – \$97.00   |
| Associate Technician                   | \$102.00 – \$125.00 |

| Staff Type  | Fee Range                        |
|---|----------------------------------|
| Senior Technician   | \$130.00 – \$150.00              |
| <b>Construction Services Staff</b>  |                                  |
| Associate Construction Manager  | \$120.00 – \$140.00              |
| Senior Construction Manager   | \$145.00 – \$167.00              |
| Principal Construction Manager  | \$180.00 – \$210.00              |
| Construction Inspector <sup>(1)</sup>   | \$152.00 – \$177.00              |
| Construction Inspector <sup>(2)</sup>   | \$187.00 – \$218.00              |
| <b>Support Staff</b>  |                                  |
| Administrative Assistant  | \$70.00 – \$90.00                |
| Project Administrator   | \$80.00 – \$105.00               |
| Senior Project Administrator  | \$115.00 – \$200.00              |
| Intern  | \$65.00 – \$80.00                |
| <b>Surveying Services Staff</b>   |                                  |
| Assistant Surveyor  | \$95.00 – \$115.00               |
| Licensed Surveyor   | \$145.00 – \$175.00              |
| 1-Man Survey Crew   | \$175.00/\$200.00 <sup>(1)</sup> |
| 2-Man Survey Crew   | \$245.00/\$285.00 <sup>(1)</sup> |
| 2-Man Survey Crew including LS  | \$280.00/\$295.00 <sup>(1)</sup> |
| UAV (Drone) Services  | \$210.00                         |
| <small>(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)</small>                                      |                                  |
| <small>(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.</small> |                                  |
| <small>(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.</small>                          |                                  |

## Additional Fees

Expert Witness / GIS Training: As quoted.

Travel Time (for greater than one (1) hour from employee's base office):

\$80/hour (unless the individual's rate is less)

## Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%



Fee Schedule

| Name           | Title                   | Billing Rate |
|----------------|-------------------------|--------------|
| David Bennett  | Partner                 | \$280        |
| Matthew Wallin | Senior Project Manager  | \$245        |
| Mary Neher     | Senior Project Engineer | \$230        |
| Kate Wallin    | Senior Scientist        | \$230        |
| Sandie Dudley  | Project Engineer        | \$200        |
| Miriam Botrous | Engineering Assistant   | \$165        |



## 2022 FEE SCHEDULE

**PROFESSIONAL STAFF RATES**

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

**TECHNICAL STAFF RATES**

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

**SURVEYING SERVICES**

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

**DRILLING SERVICES**

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

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



2022

## RATE SCHEDULE FOR PROFESSIONAL SERVICES

| <u>LABOR CATEGORY:</u>                      | <u>Hourly Rate:</u> |
|---|---------------------|
| MANAGING PRINCIPAL                          | \$180.00            |
| PRINCIPAL ENGINEER                          | \$170.00            |
| PROJECT MANAGER                             | \$160.00            |
| SENIOR DESIGN ENGINEER                      | \$145.00            |
| DESIGN ENGINEER                             | \$130.00            |
| RIGHT OF WAY/RELOCATION SPECIALIST          | \$120.00            |
| STAFF ENGINEER                              | \$120.00            |
| ENGINEERING TECHNICIAN III - DESIGNER       | \$110.00            |
| ENGINEERING TECHNICIAN II                   | \$ 95.00            |
| ENGINEERING TECHNICIAN I                    | \$ 80.00            |
| RIGHT OF WAY/RELOCATION ASSISTANT           | \$ 80.00            |
| RESIDENT ENGINEER/CONSTRUCTION INSPECTOR II | \$ 95.00            |
| RESIDENT ENGINEER/CONSTRUCTION INSPECTOR I  | \$ 85.00            |
| CADD DRAFTER                                | \$ 70.00            |
| ENGINEERING AIDE                            | \$ 60.00            |
| ADMINISTRATIVE ASSISTANT                    | \$ 55.00            |
| VEHICLE MILEAGE                             | FEDERAL RATE        |
| PROJECT RELATED EXPENSES                    | Cost + 10%          |
| SUB-CONSULTANTS                             | Cost + 10%          |



## DAHL CONSULTANTS 2022 FEE SCHEDULE

| <u>Personnel Category</u>                                  | <u>Billing Rate</u><br>\$ per hour |
|--|------------------------------------|
| Grade 1 – Assistant Engineer / Consultant                  | \$90                               |
| Grade 2 – Staff Engineer / Consultant                      | \$100                              |
| Grade 3 – Staff Engineer / Consultant                      | \$115                              |
| Grade 4 – Associate Engineer / Consultant                  | \$135                              |
| Grade 5 – Senior Engineer / Consultant                     | \$155                              |
| Grade 6 – Senior Engineer / Consultant                     | \$185                              |
| Grade 7 – Principal Engineer / Consultant                  | \$200                              |
| Grade 8 – Senior Principal Engineer / Consultant           | \$225                              |
| <u>Grade 9 – Executive Principal Engineer / Consultant</u> | <u>\$240</u>                       |

These rates are billed for both regular and overtime hours in all categories. Rates may increase up to 5% annually, at Dahl Consultant's option, for all contracts that extend beyond twelve (12) months after the date of the contract.

### OTHER PROJECT COSTS

**Subconsultants, Subcontractors, and Other Project Expenses** - All costs for subconsultants, subcontractors, and other project expenses will be billed at cost plus a 10% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants; printing and reproduction; communications and mailing charges; shipping costs; rental vehicles; fares for travel on public carriers; meals, lodging, and other travel expenses; special fees for insurance certificates, permits, licenses, etc.; state sales and use taxes and state taxes on Dahl Consultant fees.

Automobile expenses for Dahl Consultants or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges. When required for a project, four-wheel drive vehicles owned by Dahl Consultants or the employees will be billed at a daily rate appropriate for those vehicles.

### PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by Dahl Consultants and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by Dahl Consultants and will include reference to the Dahl Consultants' invoice number.



## PROPOSED SCOPE OF WORK

Linear projects, especially ones that cover large swaths of land such as this one, are inherently complex. They require a well-thought-out methodology prior to beginning, along with a vigilant adherence to that methodology throughout, as much as possible. That is especially true of this project, which involves federal (Bureau of Land Management (BLM) and Department of the Navy (Navy)) land, a California State Park (Red Rock Canyon), Union Pacific Railroad (UPRR) branch line running through the middle of the project study area, active seismic zones, significant elevation changes, and habitat for multiple listed species (see Figure 1). The presence of federal land raises the possibility of a combined Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) process during the next phase of the project, should the preferred alternative cross BLM or Navy land. From [Figure 1](#), this appears highly likely.

The Provost & Pritchard team proposes the following approach and scope of work, including tasks identified in the Request for Proposals, as well as other relevant tasks and subtasks. We believe that this scope of work identifies and manages the key potential issues that could impact the selection of alternative alignments and the screening process. We are proposing deliverables for each individual task, not just a final technical memorandum, as an additional task. We believe that documenting each step of the process and receiving formal input from the Authority and the TAC on each task will result in a better and more transparent project, and will assist with obtaining buy-in from all stakeholders within the time constraints of this study. Unforeseen issues beyond our team's control and additional work requested by IWVGA may extend the timeline beyond the January 31, 2023 deadline. However, we are proposing, and will manage to, a schedule that meets this deadline.

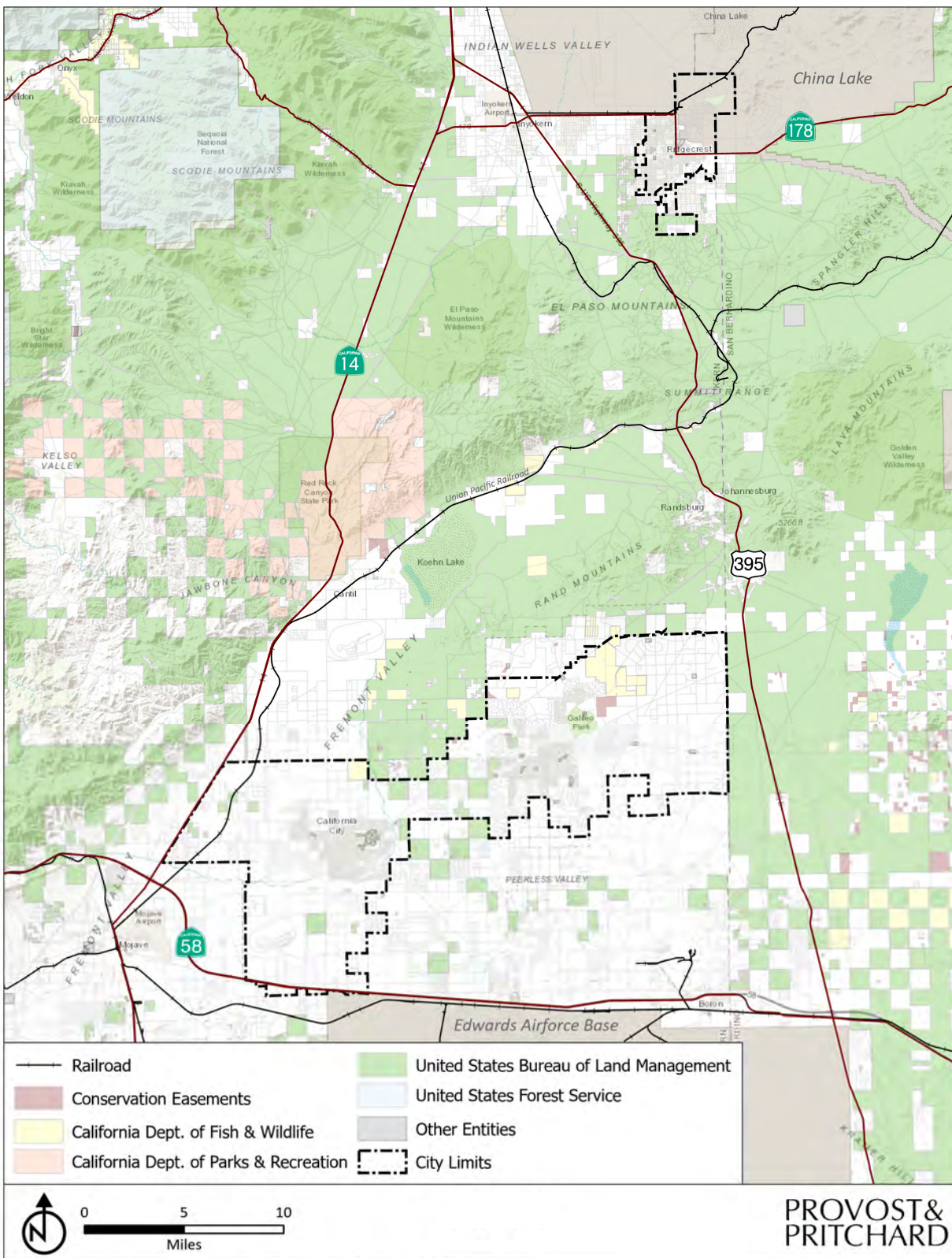
### TASK 1 — DETERMINE CAPACITY AT PIPELINE INLET

- 1.1 Contact AVEK—Contact operations staff at AVEK to set up a meeting to discuss all relevant data related to the California City Feeder and the North Feeder. This includes location, diameter, current and projected hydraulic head, current and projected hydraulic capacity, current demands and projected demands, pipe material, known corrosion issues, location of major structures and appurtenances, and other relevant data. Discuss any plans to parallel this line in the future should AVEK demands increase sufficiently. With AVEK's input, determine potential costs for use of existing facilities. The meeting will include a site visit to review the pipeline right of way at potential connection points.
- 1.2 Obtain the aforementioned data from AVEK and analyze it to determine what is available and what will be available in the future, including capacity, head, and potential tie-in locations. We do not necessarily believe that the end of this pipe is the best tie-in point. An analysis is required to determine if there is a better location, based on head, available right of way, known corrosion points, etc. Obtain historical peaking data, including both peak day demands as well as any diurnal demands that would increase the instantaneous peak, thus impacting available capacity. Historical water demands will be used to estimate peak day demands and diurnal demands for each month of the year. Obtain historical water quality data for the California City Feeder. We are particularly interested in knowing about the potential presence of disinfection byproducts in this water. Review this data to determine its relevance, if any, to determination of tie-in point or to any other analysis to be performed as part of this study.
- 1.3 Using projected demands on the Feeder, calculate available capacity and hydraulic head as far into the future as practicable—preferably, to 2070. This may require additional study to extend demand projections made in the 2020 UWMP through 2070. If peak demands must be assumed due to lack of data, document the assumptions and the rationale for them. Project these peaking and diurnal demand factors through 2070 to determine the best estimate of available capacity at various periods through 2070, including peak day demands, peak hour demands, minimum day demands, and average day demands. Project how frequently any portion of the feeder will be taken out of service for maintenance and for how long. Using this information, project how much Project water could be made available through this feeder to the IWVGA per year, projected through 2070. This projection would be based on available pipeline capacity, not AVEK water supplies. For purposes of this study, we will assume that AVEK will supply the water required to meet all demands, including IWVGA demands. Present findings to the Water Resources Manager to obtain his input and revise as appropriate based on that input.

#### Deliverables:

A draft and final memorandum summarizing the effort of this task will be prepared as an additional task, not included in the RFP.

FIGURE 1



## TASK 2 — DETERMINE WATER DEMANDS FOR THE IMPORTED WATER PIPELINE

- 2.1 Contact IWWVD—Contact staff at IWWVD to set up a meeting to discuss the 2020 UWMP and how best to extend projections in that document through 2070. This would also include peaking and diurnal demand factors for each month to make the best projection possible of a peak hourly imported water demand in 2070. It is likely that daily and diurnal peaks would be met through use of groundwater; however, these numbers should still be known, even if just a base load is met through the use of imported water.
- 2.2 Contact IWWGA—Contact the Water Resources Manager at the Authority to set up a meeting to discuss the projected future demands on the Indian Wells Valley Groundwater Basin through 2070, including urban, agricultural, and institutional demands. This would include review of the recently completed GSP, along with other data that could be used to project demands forty-eight years into the future. This projection could include additional study and analysis, which is included in our cost proposal. Review and analyze these projections to determine consistency with projections from the District.
- 2.3 At meetings with both the District and the Authority, obtain the projected demand data mentioned above. Review the data with both parties in order to understand the methodology used for the projections. This could be done in one group meeting or in separate meetings with each party.
- 2.4 Provide estimated current and projected water demands on the District, as well as estimated current and projected demands on the groundwater basin. Include a discussion of the data reviewed and the assumptions and methodology used for analysis in order to make the projections. Review these with the Water Resources Director to get his input and revise as appropriate based on his input.

### Deliverables:

A draft and final memorandum summarizing the effort of this Task 2 will be prepared as an additional task, not included in the RFP.

## TASK 3—EVALUATE POTENTIAL CONNECTION AND DELIVERY POINTS

- 3.1 Contact IWWVD staff and Krieger and Stewart to set up an in-person meeting to discuss potential connection points to the District’s system to receive the imported treated water. At the meeting, discuss factors such as the District’s ability to store, distribute, and utilize imported water; availability of imported water (based on Task 1); projected District demands and imported water demands (based on Task 2), system hydraulic pressure at each potential connection point, presence of storage or potential storage at each point (as a possible blending tool); ease of construction; number and location of pressure zones in the District’s system, and other factors as discussed in the meeting. At this meeting we would want to begin discussions of potential water quality impacts of a surface water/groundwater interface and how the District can begin addressing this issue, separate from this study.
- 3.2 Discuss and visit up to a maximum of five potential connection points to the District’s distribution system. This discussion would include the range of projected hydraulic head at various potential connection points, the possibility of constructing one or more blending tanks at each connection point, and the possibility and logistics of adding chemical injection facilities at each point. Potential chemicals to be considered for injection at these points include chlorine and a pH adjustment.

Our staff would evaluate up to a maximum of three potential connection points based on access, ease of construction, location in the distribution system, hydraulics, available land, and other factors, and make a recommendation as to a preferred connection point, along with a discussion of all points considered, information reviewed, and the analysis and rationale used to recommend a single connection point. A connection point in a less densely populated portion of the system would seem to make sense based on construction access; however, other factors to be determined during the course of the study may lead to a different recommendation.

- 3.3 We recommend that the Authority begin studies on blending treated AVEK water with District groundwater to determine the potential taste and odor impacts, as well as other physical and chemical impacts of blending these two source waters in a distribution system. This is not included in our proposed scope of work but is rather recommended as an additional study. This additional optional task includes evaluation of the possibility of constructing one or more blending tanks at the preferred connection point. This task would assess the available land and other factors to determine if such construction is feasible and make a recommendation as to the size of the tank or tanks. Our water treatment team will gather and review pertinent existing water quality data near connection points to the IWWWC and the AVEK California City Feeder, discuss treatment alternatives based on potential water age issues, and recommend available treatment technologies that could be incorporated into this blending station. Our team will prepare a schematic of the proposed treatment facility. This is not currently included in the scope of work of our proposal. However, an optional line item is included in the cost proposal for this work, should the Authority wish to include it in our scope of work. While this is not required in order to determine a final pipeline alignment, blending could be a critical issue in the overall plan to supplement local groundwater with treated surface water from the Delta.

#### Deliverables:

A draft and final memorandum summarizing the effort of Task 3 will be prepared as an additional task, not included in the RFP.

### TASK 4—DEVELOP PRELIMINARY PIPELINE ALIGNMENTS

- 4.1 Using maps, existing aerial photos, and other available sources, gather information from the following key data sets:
- 4.1.1 Contours (land elevation)
  - 4.1.2 Institutionally-owned land (BLM, state parks, US Navy, LADWP, tribal lands) that could require permits
  - 4.1.3 Privately-owned land parcels (owners listed on the Kern County parcel data)
  - 4.1.4 Location of streambeds
  - 4.1.5 Public and private roads
  - 4.1.6 Location of railroads
  - 4.1.7 Surficial geology
  - 4.1.8 Environmentally sensitive lands (listed species habitat, wetlands, etc.)
  - 4.1.9 Culturally significant lands (historical, tribal, etc.)
  - 4.1.10 Major utility corridors

We believe that we can find sufficient data to identify three alignment corridors without new overflights. We have access to existing aerial photos and other databases of the region that can be used to narrow the area into three pipeline alignment corridors.

- 4.2 Develop a broad-based set of concepts for identifying individual alignment corridors. These concepts would include, but not be limited to, “shortest alignment”, “smallest elevation change”, “best use of public rights of way”, “lowest construction cost”, “least environmental impact”, and “least disruptive to local residents.” These would serve only as a guide in helping to develop the three alignments. As part of this subtask, we would like to get input from the TAC on other potential concepts for identifying alternative alignment corridors.

- 4.3 Based on the data gathered in 4.1 and the concepts developed in 4.2, develop three pipeline alignments that appear to be feasible, constructable, and affordable. We propose using existing aerial photographs and site visits to narrow these alignments down to 50-foot-wide corridors. The beginning point of each alignment would be a point of connection to the California City Feeder, and the end point would be the recommended connection point to the IWWWD distribution system identified in Task 3.
- 4.3.1 We will utilize a tunneling subconsultant (Bennett Trenchless) to identify locations where trenchless technology may be used for short portions of each alignment, and to determine the feasibility of using such technology (for example, under a streambed, railroad, or public highway, or through a hill to avoid a larger lift).
- 4.3.2 We will also utilize a geotechnical consultant (Soils Engineering, Inc.) to identify active seismic faults, surficial geology, and generalized soil conditions for backfilling and compacting the pipe trench.
- 4.3.3 We will utilize a real estate consultant (Ruetters & Schuler) to identify all landowners in or adjacent to all three corridors, and to identify the current assessed value of potential booster pump station sites.
- 4.3.4 Review relevant background biological information using various databases to identify potential listed species habitat. We will also run a land use emissions model to identify air quality impacts of construction. We will identify ESA or CESA permits that may be required for any of the alignments.
- 4.3.5 Consult with Bureau of Land Management and California State Parks Department on requirements for Special Use Permits across lands controlled by them.
- 4.3.6 Identify potential jurisdictional stream crossings that would require permits from the US Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish & Wildlife, or other entities.
- 4.3.7 Identify any other additional permits that may be required (Caltrans, railroad, County, etc.)
- 4.3.8 Search relevant databases for any tribal, cultural, or historical lands that would make construction problematic or require permits.
- 4.3.9 We will utilize a subconsultant, Dahl Consultants, for their expertise in pipeline alignment studies to provide additional input on identification of alternative alignment corridors. They will provide expertise in constructability, hydraulics, construction methods, and overall quality control.
- 4.4 Based on a hydraulic analysis, identify potential booster pump station sites along each alignment, including information on the lift at each proposed site, and the number and type of pumps required to achieve this lift. If appropriate, identify opportunities for power recovery and locations for potential hydroelectric facilities.
- 4.5 Present the three alignments, including for each a list of required permits identified, a list of property owners on or adjacent to the alignment, and an estimate of the assessed valuation of land that may need to be acquired. For purposes of this analysis, we are assuming that the pipeline itself will be in easements, public road right-of-way, or on public land, with booster pump stations and potentially hydroelectric facilities on fee property. We will provide a complete discussion of the analysis involved in developing each alignment.
- 4.6 Upon presenting the alignments to the Authority's Technical Advisory Committee (TAC), we will receive input and feedback and modify alignments based on the TAC's comments.

**Deliverables:**

A memorandum, including three alignment maps, a list of property owners encroached by each alignment, a summation of assessed valuation of parcels encroached, and a list of permits required. This would be an additional task that would assist our collaboration with the TAC to memorialize the three potential alignments selected for analysis. This includes a meeting with the TAC in lieu of the regular monthly progress meeting to review the memorandum.

## TASK 5 — METHODOLOGY FOR ALTERNATIVE PIPELINE ALIGNMENT COMPARISON

- 5.1 Once the three alignments are identified and approved by IWVGA, this task will develop the methodology or screening process to apply to the three alignments in order to determine which is preferred. Our proposed methodology will consider the six factors identified in the RFP, as well as several additional factors. The factors, or screening criteria, identified in the RFP are as follows:
- 5.1.1 Distance and topography.
  - 5.1.2 Potential environmental impacts and mitigation.
  - 5.1.3 Land acquisition requirements (for booster pump stations only).
  - 5.1.4 Right-of-way (for all parcels, including easements and/or fee property).
  - 5.1.5 Construction costs. As per the RFP, this will consider both capital costs as well as long-term pumping costs (operating costs).
  - 5.1.6 Other potential permitting issues, if any. This would include permits to cross state (Cal Parks) and federal land (BLM, Navy, etc.), encroachment permits, railroad crossing permits, stream crossing permits, ESA and CESA permits, etc. We will identify institutional lands that may require a permit or some other lengthy process to access. This includes BLM land, US Navy land, state parks (in particular, Red Rock Canyon State Park), railroad rights of way, etc.

In addition, we propose the following additional factors or screening criteria:

- 5.1.7 Cultural/historical/tribal lands. Evaluate the three alignments with respect to encroachments of any historical, culturally significant, or tribal lands, monuments, or sites.
- 5.1.8 Seismic risk. Evaluate the three alignments with respect to proximity to known earthquake faults, in particular active faults, as well as estimated maximum credible earthquakes on each fault and potential damage from such a seismic event.
- 5.1.9 Hydraulic issues. We would likely propose an alignment that minimizes pumping, but there may be some alignments that would require more pumping but that would allow power recovery to mitigate pumping costs. We will analyze these opportunities in search of the most optimal alignment from a power consumption standpoint.
- 5.1.10 Operating and maintenance costs and issues. In addition to pumping, there are other operational costs associated with long conveyance facilities. These include keeping rights of way clear, accessing and maintaining booster pump station sites, possible corrosion issues and costs, and maintenance of above-ground structures such as air valves and blowoffs.
- 5.1.11 Overall Constructability. While not necessarily easily definable, “constructability” is a key factor to consider in identifying a preferred alternative. This will analyze surficial geology, structures (particularly residential and commercial) adjacent to the alignment, time required to obtain necessary permits, and other intangible issues that would impact the time required to get the new pipeline online as well as issues that would impact cost or ease of construction.

There could be other factors that would help to compare the alignments and select the preferred one. We propose presenting this list to the TAC and asking for input on any additional factors that may be important in selecting the alignment that works best for the Authority.

- 5.2 Provost and Pritchard will develop a procedure for applying the methodology to the three alignments. This will include developing a weighting factor for each of the factors or screening criteria described above. See Task 6 for a detailed discussion of weighting factors.

#### Deliverables:

During a regular progress meeting with the TAC, we will present our list of key factors for our analysis and seek comment and input.

## TASK 6 — ANALYZE ALTERNATIVE PIPELINE ALIGNMENTS

- 6.1 Analyze each of the above factors for each alignment in order to help determine the preferred alignment. The analysis will include the use of weighting factors for each of the screening criteria listed in Task 5. For this task, we would like to collaborate with the TAC to help us define weighting factors that will be accepted by consensus before applying them to the screening criteria. This will help build broad-based support from the stakeholders for the final alignment, which will be selected in large measure by applying the weighting factors to the screening criteria identified in Task 5.

Each alignment will receive a score for each screening criterion listed in Task 5 based on a scale of 1 to 5, with 1 being poor and 5 being excellent. In addition, each criterion will have a weighting factor of 1 (relatively less important) to 3 (critical to the decision-making process). In this manner, a weighted score will be developed for each alignment. The total score for each alignment will be the sum of the scores for each weighted screening criterion. This will result in scores that reflect both how well each alignment ranks for each screening criterion and also the overall importance of each criterion to the decision-making process.

For example, if there are no significant seismic risks, the weighting factor for seismic risk would be set to 1. On the other hand, if time is of the essence in constructing the line, then permitting issues may carry a weighting factor of 3, and the score for each alignment would carry three times as much weight as the score for seismic risk. Scores would be applied for each criterion for each alignment, with each criterion having a weighting factor of 1 to 3. The advantage of using such a scoring system is transparency, especially if the weighting factors are discussed in advance with the TAC, who will provide input into setting them.

- 6.2 After TAC provides input on the setting the weighting factors for each of the criteria, we will provide tabulated results in a matrix table for each alignment and provide a discussion of the analysis used to prepare the matrix table for each alignment. This will be incorporated into the final technical memorandum.

#### Deliverables:

Present a matrix table summarizing the proposed weighting factor for each criterion listed in Task 5 to the Authority for review. Based on input from the Authority, modify weighting factors as appropriate. Provide the tabulated matrix table for each alignment to the Authority for review. Provide a discussion of the analysis used to prepare the matrix table that can be used in the final technical memorandum.

## TASK 7 — CONDUCT ALTERNATIVE PIPELINE ALIGNMENT COMPARISON

- 7.1 Using the analysis performed in Task 6, apply the methodology from Task 5 to the alignments identified in Task 4 in order to develop scores and a ranking of the three alternative alignments. It is likely that this will result in a clearly superior alternative that we can recommend to the Authority. It is possible that two (or, in a less likely scenario, all three) of the alignments may have similar scores with a relatively small separation. In this event, we would likely recommend the highest score, but we may want to present multiple alignments to the TAC to get additional input before making a final recommendation to the Authority.
- 7.2 Provide a preferred alternative to the Authority and provide a discussion that summarizes the selection of the preferred alternative. For this preferred alignment, our team will conduct a thorough review of environmental issues, constructability issues, property owners, permit issues, and hydraulic issues, in a more detailed manner than was conducted during the initial desktop analysis described in Task 4. The purpose of this additional analysis is to ensure that this alignment is thoroughly understood and that all key issues have been identified and evaluated, reducing the potential for new issues arising during later phases of the project.

This review would include but not be limited to aerial photos, a preliminary layout for each of the booster pumping stations, a cost estimate for required land for the booster stations, identification of any reaches that would utilize trenchless technology, estimated availability of local backfill material, a preliminary profile of the alignment, and a listing of key constructability issues to consider. All of this information and analysis will be included in the technical memorandum prepared in Task 8.

- 7.3 The preferred alignment will be flown with a drone that will both take photos and collect data along the alignment, including elevation data. The use of the drone will be restricted by the Navy's China Lake Weapons Center for portions of the City of Ridgecrest. To account for flight restrictions and other reaches where property boundaries are unclear, field survey time has been allotted to survey areas with flight restrictions and up to six areas where the property boundaries are unclear.

**Deliverables:** Provide a summary table showing the ranking and overall score of each of the three alignments and a discussion that summarizes the selection of the preferred alignment

## TASK 8 — PREPARE TECHNICAL MEMORANDUM ON THE ALTERNATIVE ALIGNMENT STUDY

- 8.1 The technical memorandum will document fully and transparently the entire process, from the projection of future supplies and demands, to the selection process for the three alignments, to the screening criteria and weighting factors. The TM will also document interaction with the TAC, identifying the number of times and dates of meetings with the TAC, along with input received and how it impacted the final recommendation. The TM will also discuss the reasoning for selecting the preferred alignment. The TM will incorporate a series of appendices that will contain data for each of the three alignments, including maps, aerial photos, a listing of property owners, tables showing future water demands and capacity in the California City Feeder, etc., and, as noted above, specific information related to the preferred alternative.

**Deliverables:** A draft and final technical memorandum. This includes a meeting with the TAC to go over comments on draft memorandum.



## TASK 9 — PROJECT MANAGEMENT, DELIVERABLES, AND MEETINGS

- 9.1 Project Management — As noted above, linear projects are inherently challenging to manage—for planning, design, and construction. Our approach to managing the budget and schedule for this project is to stay with the approach outlined in this proposal and, if that changes, to adjust immediately, and to communicate regularly with the Authority staff. We believe that more communication is generally better than less communication. We anticipate written monthly reports and progress meetings and bi-weekly informal status reports delivered via email. At least some of the progress meetings will be in person. We anticipate that one or more of these may require field visits to one or more locations on the potential alignments; thus, meetings that include field visits would necessitate being in person.

This project includes a number of subconsultants. Managing them will involve a significant effort, as each one will need to be apprised of any schedule changes and will have to meet those changes. All of the subconsultants on this project are individuals or entities that Provost & Pritchard has worked with previously, in most cases numerous times. This will make management of and communication with these subconsultants easier.

We recognize how important schedule is to the Authority for this study. We will take every action possible to meet the defined schedule. Should events transpire that could delay the completion date, we will notify Authority staff immediately of the event, and will discuss the potential for delays with staff, along with potential remedies. It is our expectation that the final product will be delivered within the specified time frame of six months. We will not modify the initial schedule without the approval of the Authority.

- 9.2 Deliverables — While the Technical Memorandum summarizing the work of Tasks 1 through 7 is the primary deliverable for this project, we anticipate (as noted above) other deliverables prior to that time as discussed above in the previous tasks. We also anticipate presenting the screening methodology, including weighting factors, as a deliverable for discussion and input. We anticipate input on the draft Technical Memo and on these informal deliverables from the IWVGA Water Resources Manager, the Basin TAC, and other appropriate staff. Monthly progress reports, as noted above, will be presented, along with informal bi-weekly status reports.
- 9.3 Meetings — In addition to monthly progress meetings with IWVGA staff, we anticipate and are budgeting for up to seven presentations—six to the Technical Advisory Committee and one to the IWVGA Board of Directors. We understand that the presentations to the TAC will in general be virtual. We would propose meeting with TAC on a monthly basis or near the conclusion of each milestone task. We would expect the presentation to the Board of Directors to be in person. In addition, there may be a few “ad hoc” meetings, either virtual or by phone, during the course of the project, as events warrant. These would include issues related to project schedule or budget, or any unanticipated events that could impact the project.

## SUMMARY

Our team has experience in many pipeline alignment studies, either with Provost & Pritchard or with previous employers, that were critical to ensuring the reliability of water supply and water infrastructure of our clients for years to come. Our subconsultant Dahl Consultants alone has been involved in over a dozen such studies. Provost and Pritchard has assembled a team of staff and subconsultants that will apply their expertise to develop and apply potential selection criteria to provide IWVGA and its stakeholders confidence that the best possible alignment has been selected. This will allow IWVGA to confidently proceed directly into preliminary design in early 2023 following the effort of this alignment study. We believe that the scope of work and approach presented above provides the best opportunity to complete this study in the allotted time, and in a collaborative and transparent manner.

### ASSUMPTIONS:

1. There will be a maximum of six booster stations for each alignment.
2. Property values for this study will be based on the current assessed values and on the team's knowledge of property values in subject area.
3. This alignment study is anticipated to be completed within 6 months so the staff does not anticipate our year-to-year fee escalations to be relevant for the purposes of this RFP.

### EXCLUSIONS:

1. Assistance in determining the costs of importing water supplies or wheeling costs.
2. Additional field locating surveys required to locate potential existing water pipeline connection points in both California City and the City of Ridgecrest. It is assumed that each water system provider can provide our staff adequate atlas maps or as-built drawings.
3. Appraisals on parcels encroached by each alignment and booster station site.
4. Geotechnical field investigations and soils testing and borings along potential alignments.
5. Hydraulic analysis will not include a transient analysis for surge.

### OPTIONAL ADDITIONAL TASKS:

1. Evaluation of the feasibility of constructing one or more blending tanks at the preferred connection point. This task would assess the available land and other factors to determine if such construction is feasible and make a recommendation as to the size of the tank or tanks.

# APPENDIX A

## KEY STAFF RESUMES

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# Jeff Eklund

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## Principal Engineer

### Education

- ✓ B.S. Civil Engineering,  
California State University, Fresno
- ✓ A.S. Engineering,  
Bakersfield College, California

### Registration/Certifications

- ✓ Civil Engineer, California #75680

### Affiliations

- ✓ American Society of Civil Engineers  
(ASCE) – Past President

### Areas of Expertise

- ✓ Water Supply Studies
- ✓ Groundwater Wells
- ✓ Groundwater Banking
- ✓ Recycled Water Systems
- ✓ Water Distribution Systems
- ✓ Water Treatment Systems
- ✓ Wastewater Treatment Systems
- ✓ Wastewater Collection Systems
- ✓ Grading & Drainage
- ✓ Pump Station Design
- ✓ Grant Funding
- ✓ Rate Studies

## Professional Summary

Jeff Eklund is a principal engineer and the Bakersfield Director of Operations at Provost & Pritchard with over 18 years of experience in the field of civil engineering. He has design experience on a variety of municipal infrastructure projects in the areas of water supply and distribution, pump stations, and transmission pipelines. In addition, he has been involved in the preparation of feasibility studies and construction plans, and as well as coordinating and permitting with various public agencies and utility companies.

## Relevant Experience

### Water Supply

**2010 Urban Water Management Plan, City of California City, California, Project Engineer** – Mr. Eklund assisted with the preparation of the 2010 Urban Water Management Plan for California City, California, a community of approximately 10,000 residents, located in the high desert of California. The City's primary water supply is groundwater wells, and supplemental treated surface water is supplied by AVEK. The report includes relevant discussions on the City's historical and current water supply and demand quantities, possible conservation measures, anticipated future supply and demand data and the effect implementing conservation measures. The report was adopted by the City and approved by the DWR.

### Transmission Pipelines

**Agricultural Water Supply System Master Planning, Newhall Land and Farming Company, Valencia, California, Assistant Engineer** – This project consisted of an 8-mile large diameter pipeline system for the Newhall Ranch. The facilities include nine new wells with supervisory control and data acquisition (SCADA) system integration, and connections to multiple farmer turnouts with different pressure zones. Analyses of the system consisted of master planning of the facilities, coordination with the land development staff and consultants, hydraulic analyses utilizing WaterCAD, review of potential water-hammer effects, and preliminary design of the well sites. Some portions of this phased project have been designed and are currently in construction.

**Transmission Pipeline Investigation, South San Joaquin Municipal Utility District, Delano, California, Assistant Engineer** – This project consisted of a study investigating a new 14-mile transmission pipeline to deliver reclaimed water to the Alpaugh Irrigation District. The study included the analysis of water demands and wastewater generation, development of conceptual designs for 10 project alternatives based on different capacities, review and selection of pipeline materials based on parameters of each alternative, and cost estimation for the project alternatives.

**Domestic Water Pipeline Replacement for Berrenda Mesa Water District, W.M. Lyles, Kern County, California, Project Manager** – Mr. Eklund was responsible for the design of 10 miles of 6-inch and 4-inch water main that delivers water from Lost Hills Utility District to the community of Blackwell's Corner and other agricultural/industrial customers west of Highway 33. This new pipeline replaces an old and corroded steel pipeline that was installed in the 1950s. The project also replaced the existing booster pump station, located near the Lost Hills Utility District's tank site at Holloway Road with a Grundfos package pump system, which also required the modification of the site's complex plumbing layout. Design work consisted of developing a WaterCAD model of the distribution system to properly size the piping and pump station, providing adequate air relief and draining facilities, mitigating the potential for cross connection/contamination, preparing easement documents, and assisting with the consolidation of the water system with Lost Hills Utility District. The project was successfully performed under a design-build contract with WM Lyles Co. in order to expedite the completion of the project. The pipeline system has now been transferred from Berrenda Mesa Water District's ownership to Lost Hills Utility District.

**Recycled Water Pipeline, Tehachapi Cummings County Water District, Kern County, Project Manager** – Mr. Eklund was the engineer and project manager responsible for an 8-inch diameter, 4-mile long recycled water transmission pipeline to convey treated effluent from the Tehachapi Correctional Institution to the Horse Thief Golf Course in Stallion Springs. Services included topographic surveys, reestablishing easement locations, designing the recycled water facilities, waterhammer analysis and preparation of construction documents.

**Abajo Avenue Transmission Pipeline, Golden Hills Community Services District, Kern County, California, Project Manager** – Mr. Eklund was responsible for the planning and design of a one-mile long, 18-inch water transmission pipeline project that connects two storage tanks improving water system performance. The planning and California Environmental Quality Act (CEQA) portion of the project consisted of the preparation of an initial study and mitigated negative declaration for the project. A right-of-way analysis was conducted at the beginning of the project to determine the pipeline alignment alternatives and potential conflicts with existing utility easements. The project also included the acquisition of pipeline easements along the proposed alignment, including assistance with eminent domain proceedings with one landowner. Design aspects consisted of preparing a WaterCAD model of the distribution system to assist in sizing the pipeline and ensuring that the project objectives would be met. Construction plans, specifications, and a construction cost estimate were prepared in coordination with District staff and the project was advertised for public bid in December 2012. Mr. Eklund coordinated the bidding process and assisted the District with management of the construction contract including construction inspection. The pipeline was completed April 2013 and currently operates in accordance with the design parameters.

**Steuber Well, Golden Hills Community Services District, Tehachapi, County of Kern, California, Project Manager** – Mr. Eklund was the project manager for the Antelope Conjunctive Use Project – Steuber Phase for the Golden Hills Community Services District. The scope of work included design and development of construction and bidding documents for the construction of a 690-foot public water supply production well, and the design and development of construction and bidding documents for the construction of 4,100-feet of 14-inch diameter pipeline, 600-feet of 8-inch pipeline, installation of a precast concrete pumphouse, and associated electrical facilities. Mr. Eklund also provided construction phase services and construction oversight during the construction of the well and pipeline improvements.

**Service Area 1 Capacity Study, Lost Hills Water District, Lost Hills, California, Assistant Engineer** – Mr. Eklund worked on a study investigating the capacity of the Service Area 1 facilities. The capacity analyses included developing multiple scenarios for varying irrigation demands. The analyses included the determination of grower demands based on the annual growth of pistachios, almonds and other crops. The project also consisted of analyzing the hydraulic capacity of the pump stations and the main canal, developing a HEC-RAS model of the canal, preparing conceptual facility design for multiple project alternatives, and preparing construction cost estimates for each alternative.

## Jeff Davis

PE

### Principal Engineer

#### Education

- ✓ M.S., Water Resources Engineering, Stanford University
- ✓ B.S., Environmental and Water Resources Engineering, Vanderbilt University

#### Registration/Certifications

- ✓ Civil Engineer, California #36337

#### Affiliations

- ✓ American Society of Civil Engineers (ASCE)
- ✓ American Water Works Association (AWWA)
- ✓ Association of California Water Agencies (ACWA), Groundwater Committee

#### Areas of Expertise

- ✓ Water Supply Planning
- ✓ Water Resources
- ✓ Water Transfers and Exchanges
- ✓ Groundwater Recharge Facilities

## Professional Summary

Jeff Davis is a Principal Engineer at Provost & Pritchard with more than 40 years of water resources engineering experience. For the past 15 years he served at the General Manager and Chief Engineer for the San Gorgonio Pass Water Agency. He also spent five years as the Director of the Water Institute at California State University, San Bernardino where he developed a regional resource for water agencies and other public agencies by obtaining grants from United States Environmental Protection Agency (EPA) and others.

## Alignment Studies

**Inland Feeder, Metropolitan Water District of Southern California** – Mr. Davis was Project Engineer on Metropolitan’s Inland Feeder project while in the Planning Division. Starting with ten potential alignments, he led the analysis to reduce these to three alternatives to carry into the EIR. This was a 12-foot diameter, 35-mile long pipeline that is currently conveying SWP water from Devil Canyon to Diamond Valley Lake.

**Desert Aqueduct, San Bernardino and Riverside Counties** –As General Manager of the San Gorgonio Pass Water Agency, Mr. Davis, along with managers from DWA, CVWD, and SBVMWD, led the effort to plan a new pipeline from Silverwood Lake to the DWA/CVWD spreading grounds near Palm Springs. He was part of the team that hired and directed a consultant to do the alignment study, which included hydroelectric generation and pumping. This was a 42-inch, 30-mile long pipe that was planned but not constructed due to lack of financial resources.

**SGPWA Backbone Pipeline Alignment Study, Riverside County** – As GM of SGPWA, Mr. Davis planned an alignment for an internal distribution line from Cherry Valley to Cabazon. He hired and directed the consultant who performed the work. This was an alternative to the Desert Aqueduct. This was a 36-inch, 20 mile long pipe that is currently undergoing more detailed planning studies.

## Previous Experience

**San Gorgonio Pass Water Agency, Beaumont, California, General Manager and Chief Engineer** – In this role, Mr. Davis was the Chief Executive Officer of a wholesale water agency serving a rapidly growing region of nearly 100,000 people. His duties included developing and managing a \$30 million budget; planning for and meeting current and projected water demands; managing staff and Board of Directors; managing finances; planning for financing of future water supplies; planning, designing, and constructing infrastructure. His accomplishments in this role included Growing reserves to over \$50 million while maintaining constant water rate for ten years; constructing a regional recharge facility; negotiating deals to augment supply as area grew and SWP allocations dropped, initiated and organized meetings for Class 8 Contractors to discuss common interests and issues. (2005-2020)

**Water Resources Institute at CSU San Bernardino, California, Director** – As the first Director of newly created institute, Mr. Davis built it into a regional resource for water agencies and other public agencies by

obtaining grants from US EPA and others; building and supporting new water-related curriculum programs and finding internships and jobs for students in the water industry. He hired staff; managed budgets; initiated and managed programs; worked with faculty, administration, and outside water agencies. His key accomplishments included creating a series of scholarships by raising funds through honoring local water leaders; introducing students to the water industry where they still have jobs; building water archive rivaling that of UC Berkeley; building bridges to the water industry through initiation and maintenance of partnerships with public water agencies, flood control districts, regulatory agencies, and NGO's. (2000-2005)

**Metropolitan Water District of Southern California, San Bernardino, California, Various Role** – Mr. Davis spent 13 years with the Metropolitan Water District of Southern California in progressively more responsible roles. The role included:

*Advance Planning Branch*—Project engineer on numerous large-scale long-term water supply planning studies for Metropolitan's service area. (1987-1989)

*Mechanical Engineering Branch*—Section Head supervising group of mechanical engineers designing mechanical projects at filtration plants, hydro plants, and pump stations. Responsible for hiring, managing staff, providing quality control and project management support, budgeting, etc. Managed District's overall chemical containment program. (1989-1998)

*Project Management Branch*—Developed project management training for entire Engineering Division, trained younger engineers in how to manage projects, managed various projects from budgeting through completion. (1998-2000)

**Metcalf & Eddy, Houston, Texas, Project Engineer** – In this role, Mr. Davis was a project engineer on major long-term water supply planning study (\$3.1 million) for City of Houston. He was responsible for all technical aspects of project performed by M&E, coordinated with subconsultants performing financial and institutional portions of the study, and testified in front of Houston City Council (1985-1987)



## Michael E. McGovern

PE

Senior Engineer

### Education

- ✓ B.S., Civil Engineering, California Polytechnic State University, San Luis Obispo

### Registration/Certifications

- ✓ Civil Engineer, California #61218
- ✓ Water Distribution Operator II, California Department of Public Health (CDPH)
- ✓ Water Treatment Operator II, CDPH
- ✓ Storm Water Pollution Prevention Plan Developer and Practitioner (QSD/QSP), California Stormwater Quality Association (CASQA)

### Affiliations

- ✓ American Society of Civil Engineers (ASCE), *Southern San Joaquin Branch President (2015-2016)*

## Professional Summary

Michael McGovern joined Provost & Pritchard Consulting Group in 2022 after 11 years as a Facilities Engineer with Kern County Water Agency. There, Mr. McGovern served as project manager and project engineer in the planning, design, bid, and construction phases of various water infrastructure projects associated with the Agency's canal, water banking, and water treatment and distribution facilities.

## Previous Experience

**Alignment Study for the South Bakersfield Water Treatment Plant Raw Water Pipeline, Water Resources Department, City of Bakersfield, California, Project Engineer** – Mr. McGovern conducted an alignment study and present value analysis to determine the most cost-effective route for approximately five miles of 60-inch raw water pipeline across residential, commercial, and industrial areas to serve the proposed 40 MGD South Bakersfield Water Treatment Plant.

**North Bakersfield Water Supply Reservoir and Kern River Diversion Facilities, City of Bakersfield, Water Resources Department, Bakersfield, California, Construction Project Coordinator** – This project consisted of the construction of a reinforced concrete turnout structure from the Kern River, a 54-inch RCP double barrel inlet pipeline, and a 15-acre geotextile-lined raw water storage reservoir. The project also included a one-mile 36-inch RCP pipeline from the storage reservoir to the Kern County Parks and Recreation's Hart Park canal system.

**Kern Water Bank Recovery Well Collection Pipeline Project, Kern Water Bank Authority, Kern County, California** – Mr. McGovern served as the project engineer to design pipelines and collection pipelines from the individual recovery wells into the Kern Water Bank Canal.

**Strand Collection Pipeline, Kern Water Bank Authority, Kern County, California** – Mr. McGovern served as the project engineer to design a ½ mile 60-inch HDPE pipeline to collect well water from various recovery wells and deliver it to the earthen-lined Kern Water Bank Canal. Sandy conditions adjacent to the Kern River flood plain created challenging conditions for the design and installation of the pipe.

**Northeast Bakersfield Water System Project, California Water Service Company, Bakersfield, California, Project Engineer** – This project consisted of the design and construction of raw and treated water pipelines to serve the new Northeast Bakersfield Water Treatment Plant. The project included 8,600 feet of 54-inch CML&C steel pipe for the raw water supply to the plant. The treated water pipelines from the plant included 3,000 feet of 54-inch CML&C steel pipe, 6,800 feet of 48-inch CML&C steel pipe, 11,000 feet of 36-inch CML&C steel pipe, 6,000 feet of 18-inch C-900 PVC pipe, and 7,400 feet of 18-inch ductile iron pipe. The project also included feasibility studies to locate the most appropriate connections to the existing California Water Service Company system and

multiple phases of work to upgrade the water system to distribute water from the newly constructed Treatment Plant to new developments in the Northeast Bakersfield area.

**Raw Water Conveyance System to Serve La Paloma Generation Project, West Kern Water District, Kern County, California, Project Engineer** – Mr. McGovern provided design and construction review services for the design of a 5,400 gpm pump station, 700,000 gallon welded steel reservoir, eight miles of 24-inch ductile iron raw water pipeline, 1.5 miles of 6-inch PVC domestic water pipeline and an 1,000 foot deep injection well for the plant’s backup to their zero discharge system.

**Olcese Well No. 2 and No. 3 Pipeline Extension, City of Bakersfield, California, Project Engineer** – This project extended the City’s groundwater collection pipeline along the levee of the Kern River Canal with an 18-inch PVC pipeline.

**Bellevue Weir, City of Bakersfield, California, Project Engineer** – This project consisted of the design and construction of a reinforced concrete weir structure and bridge across the Kern River at a location approximately 1,000 feet upstream of the Stockdale Highway Bridge. The purpose of the Bellevue Weir is to divert water to existing diversion facilities and the proposed recreational park, located north of the Kern River. The project included a bridge over the weir to allow bicycles and pedestrians to travel across the Kern River.

**CLWA-Castaic Conduit Connection, Castaic Lake Water Agency, Santa Clarita, California, Project Engineer** – Mr. McGovern was responsible for the design for 350 feet of 42-inch CML&C welded steel pipe from the in open cut in a busy intersection of Newhall Ranch Road, navigating multiple large utilities under the roadway.

**Station 221 A & B, California Water Service Company, Bakersfield, California, Project Engineer** – This project consisted of the construction of a 3,000 gpm pump station including surge tank and related electrical, controls, and emergency power generation.

**Westside Canal Improvements, Kern National Wildlife Refuge, Buena Vista Water Storage District, Buttonwillow, California, Project Engineer** – This project consisted of the design and construction of the Kern National Wildlife Refuge Water Supply Project in Kern County, California. In order to provide the required 90 cfs of capacity to the wildlife refuge, several improvements were made to the Westside Canal and the Cross Canal. These improvements include: 1) a turnout from the district’s existing 48-inch pipeline from the aqueduct to the Westside Canal, which includes rehabilitation of Westside No. 16 check structure to prevent backflow and an outlet to allow future connection to the Semitropic Canal, 2) replacement of the existing culvert at the intersection of the Westside and Cross Canals with new culverts, 3) expanding the Westside Canal to the Cross Canal one-mile north of Highway 46 and the Cross Canal, east to the Goose Lake Canal to allow 90 cfs capacity, and 4) connection of the Cross Canal to the existing Goose Lake Canal.

**Looping of the Alessandro Pump Station Suction Header, Western Municipal Water District, Riverside, California, Project Engineer** – This project consisted of a design of a 96-inch cement mortar lined and coated welded steel pipe to interconnect an existing 96-inch pipe finished water pipeline from the Metropolitan Water District of Southern California’s Henry Mills Water Treatment Plant to Western Municipal Water District’s Alessandro Pump Station. This project was inside the Henry Mills Water Treatment Plant and it was constructed through areas of deteriorated granite. The welded steel pipe was cement mortar lined after it was installed.

**Thomas Bradley International Terminal at LAX International Airport, Los Angeles, California** – Assisted in the design of the potable and fire service water supply systems for the new airport terminal and adjacent facilities from existing connections on congested arterial roads into the airport. This project required extensive coordination to design the water system through new and existing utility corridors.

**Hayfield Extraction Well and Pipeline, Metropolitan Water District of Southern California, Project Engineer** – Assisted in the design of a groundwater recovery well and above grade HDPE pipeline to Metropolitan’s Hayfield Pumping Plant facility. This included the use of a submersible well pump typically used in the oil industry.

# Matthew Kemp

PE

## Principal Project Manager

### Education

- ✓ Masters in Business Administration, California State University, Fresno
- ✓ B.S. Civil Engineering, California State University, Fresno

### Registration/Certifications

- ✓ Civil Engineer, California #66088

### Affiliations

- ✓ American Water Works Association (AWWA)
- ✓ American Public Works Association (APWA)
- ✓ American Society of Civil Engineers (ASCE)

### Areas of Expertise

- ✓ Water, Sewer & Storm Water Infrastructure
- ✓ Transmission Mains
- ✓ District Engineering
- ✓ Road/Street Design
- ✓ Funding Assistance
- ✓ Storm Water Pollution Prevention Plans
- ✓ Municipal Separate Storm Sewer System (MS4)

## Professional Summary

Matthew Kemp is a vice president and principal engineer at Provost & Pritchard specializing in municipal water infrastructure. Mr. Kemp has served our public works clients for more than 20 years as a project manager and engineer. He has managed a wide range of water infrastructure projects including transmission mains, distribution system pipe replacements, trenchless pipe installation, water supply wells, storage tanks, booster pump stations and lift station projects.

Mr. Kemp has worked with a wide range of utility companies, railroads and regulatory agencies for utility locating, new utility service, and agency permits which include Division of Drinking Water, Caltrans, Department of Fish and Wildlife, Regional Water Quality Control Board, United States Army Corps of Engineers, Department of Water Resources, Union Pacific and BNSF Railroads, PG&E, and various cities, counties, and irrigation districts. He has experience working with staff at the State Water Resources Control Board, Division of Financial Assistance on projects funded through the Drinking Water and Clean Water State Revolving Fund Programs.

Mr. Kemp has extensive experience working on projects from the early planning stages through construction. He served as district engineer for multiple water systems overseeing capital improvement program development, master planning, rate analysis, regulatory compliance, engineering studies, CEQA/NEPA compliance, grant writing, capital projects, and bidding and construction administration. He has experience providing reports and delivering presentations at public meetings.

## Relevant Experience

### General

**Friant-Kern Canal Raw Water Pipeline, City of Fresno, California, Design Engineer** – Mr. Kemp was responsible for overseeing design of a 5-mile long, 60-inch diameter raw water pipeline for the City of Fresno Northeast Surface Water Treatment Plant. Selected pipe material for this project was cement mortar lined and coated welded steel pipe. The project included plant piping and controls integration, a crossing under the Big Dry Creek Diversion Channel, and a turnout and meter structure at the Friant-Kern Canal. The pipeline alignment was predominantly located outside roadways in easements across rolling terrain through sensitive biological habitats which required mitigation for various species, including the California Tiger Salamander. Permitting was required from numerous agencies, including the Army Corps of Engineers, the Bureau of Reclamation, California Fish and Wildlife, Friant Users Water Authority, Fresno Metropolitan Flood Control District, the County of Fresno and Garfield Water District. The project included an alignment study, stakeholder outreach, environmental review documents, permitting, right-of-way acquisition, land surveying, utility coordination and potholing, design, construction documents, and engineering services during bidding and construction.

**Kings River Raw Water Pipeline, City of Fresno, California, Project Manager/Engineer** – Provost and Pritchard teamed with Carollo Engineers to provide engineering services 13-mile long, 72-inch diameter raw water pipeline from the Fresno Canal to the City of Fresno’s new Southeast Water Treatment Facility (SEWTF). Mr. Kemp served as project manager and engineer of a 4.3-mile segment of the pipeline. Selected pipe material for this project was cement mortar lined and coated welded steel pipe. The scope of work included design of the turnout and meter facility and the upper reach of pipeline located in County of Fresno road right of way. Permitting was required from numerous agencies, including the Fresno Irrigation District, Fresno Metropolitan Flood Control District and the County of Fresno. The project included permitting, utility research and potholing, design, construction documents, and engineering services during bidding and construction. Provost & Pritchard provided daily construction observations services working for the City’s program manager/construction management team.

**Seville and Yettem Water System Improvements, Tulare County, California, Project Manager/Engineer** – Mr. Kemp is the project manager and engineer for a \$8 million two phase water system improvement project. The Seville and Yettem water systems required improvements due to insufficient water supply, nitrate contamination and distribution system pipe failures. Phase 1 construction in Seville included 2.5 miles of 6 and 8-inch diameter water mains to replace the existing undersized distribution system, 90 new water services with meters to replace inaccessible backyard services with front yard services, and a new 211,000-gallon steel storage tank and booster pump station. Phase 2 includes a 1-mile transmission main (with trenchless installations) in Caltrans road right of way to connect the communities of Yettem and Seville, a new water supply well and transmission main, a new booster pump station at the 150,000-gallon storage tank in Yettem, nitrate blending, and new water meters in Yettem. The scope of work included a hydrogeologic study, property acquisition, public outreach, assistance with governance formation, surveying, geotechnical investigation, and civil and electrical design. A new community services district was formed to take over operation of the consolidated Seville and Yettem water systems as a part of this project. Coordination and permitting was required with the California Division of Drinking Water, Department Fish & Wildlife, Caltrans, Alta Irrigation District, Local Agency Formation Commission, BNSF Railroad, PG&E, SCE, AT&T, and the County of Tulare. The project was funded by the State Water Resources Control Board, Division of Financial Assistance.

**Water System Improvements, Pratt Mutual Water Company, Tulare County, California, Project Manager/Project Engineer** – Mr. Kemp was responsible for the feasibility study and design of a community water system with existing water wells, distribution system and approximately 270 service connections in need of improvements. The existing wells have arsenic concentrations in excess of the current drinking water standards. Primary alternatives considered included installation of a new well employing zone testing and selective screening of well casing, or consolidation with the City of Tulare’s water system. The selected alternative included consolidation with the city and replacement of the distribution system. Proposed improvements included 31,800 feet of 8 and 12-inch water mains and 5 railroad and canal ditch crossings installed by bore and jacking steel casing. The project also included coordination and approval from the County of Tulare, City of Tulare, Tulare Irrigation District, Burlington Northern Santa Fe Railroad, the California Department of Public Health, and utility companies. The project was funded by the State Water Resources Control Board.

**Bullard and Leonard Avenue Water Transmission Main, City of Clovis, California, Assistant Engineer** – Mr. Kemp was responsible for designing the 2.5-mile water transmission main project east of the City of Clovis. This project provided a transmission main connecting the existing water distribution system to the city’s new surface water treatment plant. The facilities constructed included: transmission pipelines ranging from 24 to 42 inches in diameter, air release and vacuum valves, blow-offs, and appurtenant facilities. The bid documents allowed alternative piping materials including: ductile iron pipe, cement mortar lined and coated steel pipe, and concrete cylinder pipe. The work included designing transmission facilities for the various alternatives, preparing construction documents, and coordination with the surface water treatment plant design between the City of Clovis, County of Fresno, and Fresno Irrigation District.

# Tim Odom

PLS

## Project Surveyor

### Education

- ✓ B.S. Geomatics Engineering, California State University, Fresno

### Registration/Certifications

- ✓ Professional Land Surveyor, California #8468
- ✓ Professional Land Surveyor, Oregon #87035
- ✓ Professional Land Surveyor, Arizona #58260
- ✓ Professional Land Surveyor, Nevada #23017
- ✓ Professional Land Surveyor, Washington #52086
- ✓ Professional Land Surveyor, New Mexico #25338
- ✓ FAA Remote Pilot, SUAS Rating, Cert. #4384797

### Affiliations

- ✓ California Land Surveyors Association

### Areas of Expertise

- ✓ Topographic Surveys
- ✓ High-Definition Surveys/Laser Scanning
- ✓ ALTA Surveys
- ✓ Boundary Surveys
- ✓ Construction Staking

## PROFESSIONAL SUMMARY

Tim Odom has over 18 years of experience in the surveying-engineering, mapping, and geographic information system (GIS) fields. His responsibilities have included planning and execution of geodetic and conventional control surveys, ALTA surveys, topographic surveys, boundary analysis/legal descriptions, subdivision mapping, and construction staking. Additionally, Mr. Odom has experience with conventional surveying methods, global positioning system (GPS) surveying, and remote sensing. Mr. Odom is experienced at working on and managing projects throughout the Western United States, in urban, suburban, agricultural, and wilderness environments.

## RELEVANT EXPERIENCE

**Friant Kern Canal Middle Reach Capacity Correction Project, Friant Water Authority, Tulare County, California, Project Surveyor** – Mr. Odom directed boundary surveys along a 30-mile stretch of the Friant-Kern Canal to resolve the limits of the existing Federal right-of-way and prepared legal descriptions, plats, and appraisal exhibits for the acquisition of 39 parcels as a part of this project to design canal improvements to counteract the effects of regional ground subsidence. At the outset of the project, Mr. Odom met with project staff, BLM staff, and the Chief Cadastral Surveyor for California to verify survey methods and standards for document preparation. The legal descriptions and plats prepared by Mr. Odom have been reviewed and approved by US Bureau of Reclamation Staff. In this ongoing project Provost & Pritchard is also providing staking along the proposed right-of-way line to aid in discussions between the engineers, appraisers, landowners, USBR, and the Friant Water Authority, and supplemental topographic surveys as needed for the completion of design documents.

**New Wastewater Treatment Plant, City of Ridgecrest, California, Project Surveyor** – Mr. Odom is providing surveying services for the design and construction of a new wastewater treatment plant in the City of Ridgecrest. Project tasks include performing topographic and boundary surveys at the existing treatment plant and at alternative treatment sites within the City of Ridgecrest and Naval Air Weapons Station China Lake.

**Water Main Replacement and Meter Installation Project, Lake of the Woods Mutual Water Company, Lake of the Woods, California, Project Surveyor** – This 100% grant-funded project consisted of replacement of 11,000 feet of 6-inch PVC water mains and installation of 401 residential and commercial water meters. Mr. Odom managed and performed boundary and topographic surveys for the existing water system, including retracement of National Forest boundary, County rights-of-way, and private property lines, and provided construction surveying for the installation of new pipelines.

**Lerdo Campus Water and Wastewater Improvement, County of Kern, California, Project Surveyor** – Mr. Odom provided surveying services for the design of an expansion and improvements to the wastewater

treatment facilities and water facilities at the Lerdo Campus in Kern County in order to accommodate a new jail facility. Mr. Odom provided control for an aerial topographic survey as well as supplemental field surveys to identify and locate existing water and wastewater facilities.

**Water Conservation Plant Upgrades & Pump Station, City of Visalia, California, Project Surveyor** – Mr. Odom provided surveying services for the design of more than 8 miles of distribution pipeline for the reuse of tertiary treated effluent from the City of Visalia Water Conservation Plant. The distribution system consists of 60 and 72-inch diameter pipelines, 24, 30, and 36-inch diameter pressure pipelines, earthen storage basins, pump station, pre-cast concrete pump station support building, distribution structures (at ag, golf course, and park pond locations), and integration with existing treatment plant operations. Major crossings include a 60-inch steel casing bore-and-jack of Union Pacific Railroad right of way at State Route 99. Minor crossings include 60-inch diameter a bore-and-jacking pipe in of Road 68 north of Ave 280, installing jacking pipe and in Road 68 at Ave 272, and a 42-inch diameter steel casing bore-and-jack of Mill Creek inside the boundary of Valley Oaks Golf Course.

**Plainview Wastewater System and Sewer System Management Plan, County of Tulare, California, Project Surveyor** – Mr. Odom provided surveying services associated with the feasibility research to construct a wastewater collection, treatment and disposal system to replace on-site septic systems for the community of Plainview in the County of Tulare. The scope of work consists of recommending a project for the community that takes into consideration costs (capital and operational), impacts to the residents of Plainview, environmental considerations, the anticipated schedule for implementation, and other factors. The project also consists of the Identification of a government entity to own, operate, and maintain the new wastewater system, assistance in the preparation of the appropriate documentation and applications for the creation or modification of the governing entity, technical assistance to the County of Tulare and Self Help Enterprises toward the preparation of CWSRF funding assistance applications for final engineering and construction of the recommended facilities, and preparation of a Sewer System Management Plan document for the proposed sanitary sewer collection system. Mr. Odom provided topographic surveys to aid in analyzing the feasibility and potential locations for wastewater system improvements.

**Sycamore Check Structure Replacement and Liner Improvements, Arvin-Edison Water Storage District, Kern County, California, Project Surveyor** – Mr. Odom provided topographic and geodetic control surveys for the design of canal liner improvements and a replacement check structure in an area where land subsidence had significantly diminished the carrying capacity of a major canal. Construction surveying was provided during the construction of the new structure and canal liner extension, and ongoing monitoring of subsidence continues Districtwide on an annual basis.

**Tooleville Water Distribution System, Tooleville Mutual Nonprofit Water Association, Exeter, California, Survey Project Manager/Party Chief/Draftsman** – This project involved conducting a design topographic survey, construction staking, and resolving the County rights of way along many individually-deeded parcels in the community of Tooleville, in support of the complete replacement of the neighborhood water system. Mr. Odom's responsibilities included planning and conducting control surveys to set local control, coordinating field crews to collect right of way to right of way topographic data, and to locate buried water service connection points, along with sufficient boundary information to resolve the locations of rights of way, drafting all right of way and topographic data, providing surveying support for engineers during the planning phase, and providing construction staking for the contractor building the project. Project challenges included locating water service connection points which were unmarked and unmetered.

# Philip Slater

## Senior GIS Specialist

### Education

- ✓ B.A., Geography/Cartography, Minor in Geographic Information Systems  
California State University Northridge
- ✓ A.A., Liberal Studies,  
Moorpark College, Moorpark, California

### Registration/Certifications

- ✓ Geographic Information Systems, California State University, Northridge
- ✓ Basic Geographic Information Systems, Ventura College
- ✓ Agricultural Geographic Information Systems, Ventura College
- ✓ Certified California Naturalist
- ✓ Wilderness First Aid (WFA), AED, CPR
- ✓ Eagle Scout

### Areas of Expertise

- ✓ Geographic Information Systems (GIS)
- ✓ GIS Consulting
- ✓ GIS Training
- ✓ ArcGIS Desktop/ArcGIS Pro
- ✓ Remote Data Collection Techniques
- ✓ SWRCB Rules and Regulations

## Professional Summary

Philip Slater is a Senior GIS Specialist at Provost & Pritchard with than more than 13 years of GIS experience. He is experienced in providing GIS services to a variety of clients, including managing, updating and analysis tasks for five Central Valley cities. He also helped design and pioneer an enterprise GIS system at the largest private landholder in the state of California spanning over 270,000 acres.

## Relevant Experience

**Master Plan Design Map Exhibits, Malaga Community Water District, Fresno, California, GIS Lead** – Mr. Slater designed and created GIS data and accurately mapped all aspects of the sewer and water master plan for Malaga CWD.

**Pinedale CWD Water Meter Project, Pinedale CWD, Fresno, California, GIS Lead** – Mr. Slater designed, created, imported, and mapped Pinedale’s residential meters for replacement or installation with all relevant attribute information. Accurately display in a multipage map book and provide a working list of meters for staff as well as provide an esri online solution for use.

**City of Mendota Water Meter Replacement, City of Mendota, Mendota, California, GIS Lead** – Mr. Slater designed, migrated and maintained a field data collection for staff to collect water meter locations on sight using industry standard field data collection techniques. QA/QC collected data and support field users and staff during collection process. Display collected data in a multipage map book for field use and online for internal staff use.

**Manage GIS for the City of Mendota, City of Mendota, Mendota, California, GIS Lead** – Mr. Slater designed, migrated and maintained the city’s ArcGIS online for internal city use and field data collection. Create, verify, and migrate data from external sources to web maps and applications for staff use.

**On-Going GIS, Arvin-Edison Water Service District, Arvin, California, GIS Lead** – Mr. Slater maintains the GIS data system and completes as needed data edits and map requests.

**On-Going GIS, Riverdale Irrigation District, GIS Lead** – Mr. Slater maintains the GIS data system and completes as needed data edits and map requests.

**On-Going GIS, City of Fowler, California, GIS Lead** - Mr. Slater creates permit request map exhibits on an as needed basis for the City. He also manages the cities official GIS data and completes internal map requests.

**On-Going GIS, City of Madera, California, GIS Lead** - Mr. Slater assists with permit request map exhibits on an as needed basis for the City as well as parcel related research. He also manages the cities official GIS data and completes internal map requests.

**Liberty Groves Specific Plan, County of Madera, California, GIS Lead** - Mr. Slater lead, created, edited and performed advanced GIS analysis

techniques on data GIS data based on parcels for the Liberty Groves Project as well as oversight of all map exhibits required for the project.

**Zoning and Subdivision Ordinance Updates, City of Fowler, California, GIS Lead** - Mr. Slater lead, created, edited, and performed advanced GIS analysis techniques on data based on project requirements.

### **Prop 218/GSA**

**On-going Mapping Requests, South Kings GSA, California, GIS Tech-** Mr. Slater created, edited, and performed advanced GIS analysis techniques on data based on project requirements.

**Project Map Requests for Prop 218, Pixley ID, Pixley, California, GIS Tech-** Mr. Slater created, edited, and performed advanced GIS spatial analysis techniques on data based on project requirements.

**On-going Mapping Requests for Prop 218, Lower Tule, California, GIS Tech-** Mr. Slater created, edited, and performed advanced GIS analysis techniques on data based on project requirements.

**Project Map Requests for Prop 218. East Turlock Subbasin GSA, Turlock, California, GIS Tech-** Mr. Slater created, edited, and performed advanced GIS spatial analysis techniques and parcel editing techniques on GIS data based on project requirements.

### **Previous Experience**

**Tejon Ranch Company, Kern County, California, Water Diversions Manager** – Mr. Slater installed, setup and maintained electronic monitoring equipment for 13 stream diversion permit sites located across Tejon Ranch; collected, compiled and submitted electronic data to the California State Water Resources Control Board (SWRCB); managed Stream Diversion project budget, invoices, negotiated vendor contracts and collaborated with consultants to meet SWRCB requirements, standards and deadlines.

**Tejon Ranch Company, Kern County, California, GIS/IT Specialist** – Mr. Slater researched, designed and implemented an Enterprise GIS Environment utilizing Esri's ArcGIS Server technologies for use company-wide; tested, installed, configured and maintained Windows Server technologies in a virtual environment; designed, created, maintained, managed and backup numerous Microsoft SQL databases in a GIS environment; monitored performance, integrity and security of database for use company-wide; provided GPS technical support company-wide including data collection, mapping, software maintenance and implementation of GPS data policies and procedures; provided technical support for hardware, software, licensing and GIS/GPS mobile solutions for GIS Department and company-wide; created map exhibits for use throughout the company; plot, print and mount exhibits on an as needed basis; imported, created and analyzed data in a GIS environment for use in SQL environment; researched property lines and APN data as requested; imported and converted AutoCAD data into GIS data for analysis or exhibits; managed, updated and troubleshoot multiple workstations, servers and mobile devices. (2007-2017)



# Nicholas Jacobson

PE

## Senior Engineer

### Education

- ✓ M.S., Civil Engineering,  
California State University, Fresno
- ✓ B.S., Business  
Administration/Accounting,  
California State University, Long  
Beach

### Registration/Certifications

- ✓ Civil Engineer, California #84909
- ✓ National Association of Sewer Service  
Companies (NASSCO) Pipeline  
Assessment and Certification  
Program (PACP) Certification (U-316-  
07003388)
- ✓ Certified Level One Water Loss Audit  
Validator

### Affiliations

- ✓ American Society of Civil Engineers  
(ASCE), Fresno Branch President
- ✓ American Water Works Association

### Areas of Expertise

- ✓ Sanitary Sewer Rehabilitation
- ✓ Sewer Master Planning
- ✓ Water Master Planning
- ✓ Recycled Water Master Planning
- ✓ Hydraulic Modeling - Innovyze  
InfoWater/InfoSewer, Innovyze H2O  
MAP/SWMM Map, Bentley  
WaterGEMS, Bentley SewerGEMS
- ✓ Utility Investigations
- ✓ Construction Management
- ✓ ArcGIS
- ✓ AutoCAD
- ✓ Level 1 Water Loss Audit Validation

## Professional Summary

Nicholas Jacobson is a senior engineer with Provost & Pritchard with over 10 years of professional experience. Mr. Jacobson's experience includes providing design engineering services for a variety of municipal projects, including master planning for water, sewer, and recycled water; sewer rehabilitation, development impact analyses, and water loss audit validations. He has also provided construction management services for municipal projects where he has been responsible for reviewing contractor submittals, change orders, and completing field visits.

## Relevant Experience

**2016-2022 Ongoing Water Infrastructure Studies, City of Clovis, Clovis CA, Project Engineer/ Project Manager** – Mr. Jacobson provided project management and project engineering support for various water infrastructure studies for the City of Clovis. Studies evaluate both impacts to water supplies and adequacy of existing/proposed infrastructure for developments within the City of Clovis in support of the 2017 Water Master Plan. Work often involves hydraulic modeling to check the ability of the existing and proposed system to deliver fire flow during a maximum day demand scenario. Between 2016 – 2022 we have performed 38 studies.

**Water Master Plan, City of Clovis, California, Project Engineer** – The project involved preparing a water master plan for the City of Clovis with an ultimate planning horizon of more than 60 years and an intermediate planning horizon of 20 years. The plan discusses current and projected supplies and demands including a sustainable approach to water supplies utilizing groundwater, surface water and recycled water. The plan reviews past conservation methods that have been implemented as well as continued conservation methods necessary to meet future demands. The final chapters discuss capital improvement needs to maintain operations as the community grows. The capital improvement plan is presented in two ways: (1) divided based on subareas within the City and (2) divided on time-based phasing through buildout of the community. The Plan was adopted in summer 2018.

**Regional Transmission Mains - Schematic Design, City of Fresno, Fresno, California, Staff Engineer** – Mr. Jacobson provided staff engineer support for the regional transmission mains project which will interconnect the city's existing and proposed surface water treatment facilities and storage reservoirs with the water distribution network and allow the city to move large quantities of water throughout the system without disrupting service to the residents. The project will consist of up to 40 miles of 24- to 48-inch pipelines, and the tie-in locations to the transmission grid mains and storage reservoirs will require interconnection facilities such as control valve stations, pressure monitoring stations, chlorine boosters, and surge protection facilities. Responsibilities include agency coordination and research and project budget tracking.

**Recycled Water Master Plan, City of Clovis, California, Project Engineer** – The project included preparing a recycled water master plan that correlates with the City’s water and wastewater master plans. The plan includes a discussion of existing and future uses of recycled water by the City, methods to utilize recycled water to be more sustainable and a capital improvement plan to address conveyance and ongoing use of the system. The capital improvement plan is presented through buildout of the City and separated by phases based on anticipated growth within the City over the next 20-years and when new demands will be realized. The plan was adopted in summer 2018.

**2020 Urban Water Management Plan and Water Shortage Contingency Plan, Bakman Water Company, Fresno, California, Project Engineer** – The project involves preparing the five-year update to the Urban Water Management Plan (UWMP) and preparing the Water Shortage Contingency Plan (WSCP) for Bakman Water Company, with a water system serving more than 17,000 people and water deliveries of nearly 3,200 acre-feet per year. The UWMP includes a system description, evaluation of historical data, development of water demand and supply projections, documentation of water conservation strategies and successes, and hazard and climate resiliency efforts. The WSCP consists of a six-staged framework for the City’s use in responding to a water shortage including long-term droughts and emergency water supply reduction from natural or manmade disasters. The plans were adopted by Bakman Water Company Summer 2021.

**2020 Urban Water Management Plan and Water Shortage Contingency Plan, City of Madera, California, Project Manager/Engineer** – The project involves preparing the five-year update to the Urban Water Management Plan (UWMP) and preparing the Water Shortage Contingency Plan (WSCP) for Madera, California, with a water system serving more than 65,000 people and water deliveries of nearly 8,800 acre-feet per year. The UWMP includes a system description, evaluation of historical data, development of water demand and supply projections, documentation of water conservation strategies and successes, and hazard and climate resiliency efforts. The WSCP consists of a six-staged framework for the City’s use in responding to a water shortage including long-term droughts and emergency water supply reduction from natural or manmade disasters. The plans are anticipated to be adopted by the City Spring 2022.

**Ongoing Level One Water Loss Audit Validation (2017 to Present), City of Ripon, Ripon, CA, Project Manager/Engineer** – Mr. Jacobson provided project management and project engineering support for the ongoing level one water loss audit validation to ensure that the water loss audit was performed in accordance with the AWWA M36 methodology. The validation is required for urban water suppliers who have at least 3,000 connections or sell at least 3,000 acre-feet of water per year per California Senate Bill 555

**2020 Level One Water Loss Audit Validation, City of Fresno, Fresno, CA, Project Manager/Engineer** – Mr. Jacobson provided project management and project engineering support for the ongoing level one water loss audit validation to ensure that the water loss audit was performed in accordance with the AWWA M36 methodology. The validation is required for urban water suppliers who have at least 3,000 connections or sell at least 3,000 acre-feet of water per year per California Senate Bill 555

**New Water Supply, FC Tracy Holdings, LLC., Tracy, CA Project Manager/Engineer** – Mr. Jacobson provided project management and engineering services for the establishment of a new water system to support business operations of FC Tracy Holdings LLC. FC Tracy constructed a new produce processing facility. Given the proximity to nearby water systems, FC Tracy elected to establish a new water system. A SB 1263 technical report was prepared to gain permission from the Water Board to establish a new stand alone system. Upon approval of the technical report, a new production well was designed along with the needed sand separator and hydropneumatics tank and site electrical/controls. The well was completed to a depth of about 1,300 feet. The well produces 1,100 gpm and has a 100 hp motor Upon completion of the design, P&P oversaw the construction of the well and associated facilities. Project was completed in Fall 2021.

## Dena Giacomini

### Principal Planner/Biologist

#### Education

- ✓ BA, Environmental Studies; Biology, California State University Sacramento
- ✓ Environmental Planning, UC Davis Extension
- ✓ Wetland Delineator, Wetland Training Institute

#### Registration/Certifications

- ✓ HAZWOPER (40 hours)
- ✓ RCRA/ DOT HAZMAT
- ✓ Hazard Communication
- ✓ Erosion and Sediment Control Lead
- ✓ Wetland Delineator

#### Affiliations

- ✓ Association of Environmental Professionals
- ✓ Groundwater Resources Association of California

#### Areas of Expertise

- ✓ Project Management
- ✓ CEQA/NEPA
- ✓ Planning
- ✓ Biological Studies
- ✓ Wetlands Delineations
- ✓ Permitting
- ✓ Research and Data Analysis
- ✓ Land Restoration
- ✓ Soils Management
- ✓ Mitigation Monitoring and Reporting Programs
- ✓ Water Quality
- ✓ WEAP Training
- ✓ Grant Writing
- ✓ Pre-Construction Surveys
- ✓ Construction Monitoring
- ✓ Nesting Bird Surveys

## Professional Summary

Dena Giacomini is a Principal Planner at Provost & Pritchard with more than 22 years of planning experience. She is experienced in the areas of land use planning, design-build projects, water, gas and electric utility projects, restoration, and grant writing, as well as overall federal, State and local environmental regulatory compliance. She has comprehensive knowledge and experience in CEQA/NEPA compliance and agency permitting, water quality, plant and wildlife biology, research, data analysis, and environmental land analysis. She has developed and maintained outstanding working relationships with regulatory agencies, tribes, and has coordinated and collaborated with a multitude of stakeholders throughout the western United States. She has also directed and managed small and large projects and provide expertise with Municipal Codes and Ordinances, County General Plans, Strategic Plans, and Master Plans.

## Relevant Experience

**South San Joaquin Irrigation District Project, Calaveras, Stanislaus, Tuolumne County, Principal Planner/Biologist** - Provided a constraints analysis for project potential impacts analyzing 4 project alternatives for drilling a two-mile-long tunnel into a mountain adjacent to the SSJID Joint Supply Canal as a new water conveyance tunnel to bypass the existing canal to improve long term reliability of this critical water supply system. Provided detail matrix and recommendation for least impactful alternative. Once approved by the Board, we prepared a CEQA IS/MND, biological and cultural evaluation field studies and reports, Focused surveys for bat species, air quality analysis and several other support studies to support CEQA findings. The project also includes rehabilitation of existing roads and a barge landing, improved fencing, and new control gates. CDFW, USACE, and RWQCB permit applications were also provided along with continued agency coordination. Species identified included multiple bat species, VEEP, nesting raptors, and oak protection.

**Catalyst Companies, Los Gatos Creek Restoration and North Pipeline, Fresno County, Project Manager** – Provided pre-project field surveys, an ARD, a biological evaluation to support CEQA and permitting efforts, and created appropriate biological mitigation measures to allow for the creation of a pump station at the Coalinga Canal and approximately 7.4 miles of 60-inch diameter PVC pipeline through private land, terminating at Los Gatos Creek. The entire Project area is 232 acres (90 acres for the pipeline and 142 acres for the Los Gatos Creek restoration). Species identified during the survey included Loggerhead Shrike, California Quail, kangaroo rat tracks, and potential Burrowing Owl and San Joaquin Kit Fox dens. Mitigation measures included WEAP training, pre-construction nesting bird surveys, focused surveys for San Joaquin kit fox, Burrowing Owls, kangaroo rats, special status reptiles, and special status plants. The APE within Los Gatos Creek was evaluated for aquatic features in accordance with the Corps of Engineers.

**Tulare Irrigation District, Seaborn – Groundwater Recharge and Restoration, Tulare County, Project Manager –**

Provided a Biological Evaluation/Assessment (CEQA/NEPA) to allow the District to construct post-reclamation reservoir facilities to divert and store water on the Seaborn Property, previously used for mining. Project specifics include a pump station to return water back to the Kaweah River above McKays Point via pipeline or open channel for the ability to divert to both the St. John's River (SJT) and the Lower Kaweah River in years when more water is available. The pump station will also have the ability to deliver water directly to the SJR, which is adjacent to the Seaborn property and pump station. Species identified included Bald Eagle, active Osprey nests, active Great Blue Heron nests, active Tree Swallow nests, and an Ash-Throated Flycatcher. Mitigation measures included WEAP training, pre-construction nesting bird surveys, focused surveys for Bald and Golden Eagles, Western Pond Turtles, and special status plants.

**Camrosa Water District, Conejo GAC Water Treatment, Camarillo, Project Manager –**

Conducted a biological evaluation (CEQA) to allow the construction of a centralized Granular Activated Carbon (GAC) drinking water treatment plant to remove the TCP from the water produced by the existing four potable water supply wells, which are all located adjacent to the proposed treatment site. Performed reconnaissance level biological evaluation for federal and state listed species in Ventura County to support CEQA. Species surveyed for included Coastal California Gnatcatcher, California Horned Lark, Least Bell's Vireo, and Burrowing Owl. Species identified during the survey included White-Tailed Kite, Nuttall's Woodpecker and Red-Tailed Hawk. Mitigation measures included nesting bird surveys, WEAP training, and limiting construction hours to protect special status bats. Pre-construction special status species and nesting bird surveys were performed and we continue to provide support for the Mitigation Monitoring and Reporting Program through construction completion.

**Water Infrastructure Project, Frazier Mountain High School/Lebec County Water District, Lebec, Project Manager –**

Prepared CEQA document Initial Study/Mitigated Negative Declaration for a Water System Improvement Project. Project included multiple stakeholders, facilities on State and Tribal lands, annexation of FMHS into Lebec Water District boundary, biological evaluation and report, mitigation measures monitoring and reporting document, provided information at the Board Meeting for approval of the CEQA document and adoption of the mitigation measures.

**Vegetation Management Project, Pacific Gas and Electric (PG&E), Project Manager –**

Developed, documented and executed the Vegetation Management Program to support operations and maintenance for 6,700 miles of gas transmission corridor. The permitting strategy identified areas where permits may be required and included Bureau of Land Management (BLM) Grant Permits, Coastal Zone Permits, Lake and Streambed Alteration Agreements, Section 401 Certifications, Section 404 Nationwide Permits, Special Use Permits, and pesticide use permits. Identification and compliance were addressed for special-status species and/or habitats where an ESA Section 7 consultation would be triggered with the Fish & Wildlife and land use agencies. Programmatic permitting discussions with BLM, USACE, and Coastal Commission agencies were initiated to assist in streamlining permitting efforts.

**Hazel Meadow Restoration Project, El Dorado Irrigation District (EID), Project Manager –**

Managed a Meadow Restoration Project adjacent to the drinking water reservoir to provide a water quality buffer between upland runoff and the reservoir, increased species habitat, and provided an educational component to the area. Authored multiple grants awarded from the Department of Fish & Game and Sierra Nevada Conservancy totaling over \$500,000. Other project components included: budget management; conceptual restoration design plans; construction components; CEQA and permit documents; wetland delineation documentation and NPDES construction SWPPP. This project won the Association of California Water Agencies (ACWA) Environmental Protection Award and is used as a model project of success for the Sierra Nevada Conservancy.

## Dan Flory

PE

### Principal Engineer

#### Education

- ✓ B.S., Civil Engineering, California State University, Chico
- ✓ Executive Management Program, University of California, Davis

#### Registration/Certifications

- ✓ Civil Engineer, California #33004

#### Areas of Expertise

- ✓ Water Resources Engineering
- ✓ Water Banking
- ✓ Water Transfers
- ✓ Bid Documents
- ✓ Data Analysis

## Professional Summary

Dan Flory is a Principal Engineer specializing in water resources with Provost & Pritchard. Mr. Flory has more than 30 years of experience in water resources engineering including water banking and transfers. He served in 28 progressively more responsible roles for the California Department of Water Resources, culminating in his position as a department executive manager. He worked four years in engineering with the California Department of Water Resources and is also an experienced advisor to legislative staffs, appointed officials and board members as well as serving as an expert witness providing testimony in litigation involving water rights.

## Relevant Experience

**Antelope Valley East Kern Water Agency, General Manager** – As General Manager reported to a seven-member Board of Directors and was responsible for the management of the Agency which covers nearly 2,400 acres and included three water treatment plants and 100 miles of distribution pipeline. Led the development of three groundwater banks in the Antelope Valley, including recharge basins and over 30 extraction wells to meet local water quantity and dry year supply needs.

**AVEK Groundwater Banks** – Direct the development of three groundwater banks to accept State Water Project water from the California Aqueduct for use within the Agency. Waterbanks included recharge facilities, extraction wells and distribution systems.

**Dry Year Exchanges, Antelope Valley East Kern Water Agency, General Manager** – Negotiated water transfer and exchange agreements involving SWP supplies to firm up dry year supplies and recover over \$13 million in SWP costs for the Agency.

**Monterey Amendment, Water Supply Contract Negotiation, California Department of Water Resources, Principal Engineer** – Negotiate and draft contract language for long term water supply for the Department with Local Agencies and SWP contractors.

**Term 91 Supply Study, State Water Resources Control Board, Associate Engineer** – Perform analysis of surface water rights to determine the availability of unappropriated water in the Sacramento – San Joaquin watershed.

#### Previous Experience

**Antelope Valley-East Kern Water Agency, Palmdale, General Manager** – Reporting to the Board of Directors, Mr. Flory was responsible to oversee all operations of the Agency. He managed a \$45 million budget and 40 operations and administrative staff. His position also included supplying water through four water treatment plants to a population of about 400,000 and 2,400 square miles in the Mojave Desert and Antelope Valley. He led the development of three local water banks recharging SWP water in 2011 allowing the Agency to meet all water quality and water supply needs during a four-year drought. He also negotiated water delivery and exchange agreements to net \$13 million in additional revenue for the Agency. (2015-2015)

**California Department of Water Resources, Sacramento, Executive Manager** – Reporting to the SWP Deputy Director and leading the Department’s efforts to renegotiate and extend the long-term water supply contracts, Mr. Flory developed new and revised contract terms to fund major capital improvements including the through Delta facilities and address SWP bonding and cash flow issues. He provided expert testimony and technical support to defend the Department’s long-standing practices in the allocation of water and power costs among the water contractors. As Executive Manager for FloodSAFE California he provided oversight and executive direction to the FloodSAFE program with an annual budget was over \$700 million a year. He also directed the work of a large multi-disciplinary matrix management team of Department staff and consultants; developed the bond expenditure plan and managed over one hundred programs and projects and reported to the legislature and Department management all expenses and progress of the work. (2006-2009)

**California Department of Water Resources, Sacramento, Division Chief** – For six years, Mr. Flory supervised and directed the work of 100 engineers and analysts in the administration of power purchase and water supply contracts. The operating budget, including power purchases was about \$300 million a year. Work included the allocation of water supplies to water users and the distribution of water and power costs to 29 SWP contracting agencies. He also developed the 400 page annual report documenting the costs to contractors. (2000-2006)

**California Department of Water Resources, Sacramento, Principal Engineer** – Mr. Flory supervised and directed the work of the Water Supply Reliability Branch. Water resource planning related to the SWP, including the Bay Delta Water Rights Hearing Group, the Arroyo Pasajero Flood Study Team and the Future Water Supply Studies Group. (1997-2000)

**California Department of Water Resources, Sacramento, Section Chief** – For 11 years Mr. Flory supervised the Water Contracts Administration and Negotiation Section. He directed the work of 20 engineers and technicians, approving water delivery schedules, documenting deliveries and facilitating water transfers. He also developed contracts for the use of the SWP facilities. (1992-1997)

**California State Water Resources Control Board, Sacramento, Water Rights Engineer** – Mr. Flory was responsible to investigate, document and to present findings to the State Water Resources Control Board on water right applications and disputes. He gave presentations at public hearings and in one-on-one staff briefings of Board members; organized staff reports; facilitated public testimony and developed the hearing record on water right hearings and adjudicatory processes for surface and groundwater resources. (1986-1992)

**California Department of Water Resources, Sacramento, Civil Design Engineer** – Mr. Flory developed civil design drawings and specifications for major SWP projects including the Bottlerock Geothermal Power Plant and the Suisun Marsh Water Quality Control Structures. (1983-1986)

**California State Water Resources Control Board, Sacramento, Associate Engineer** – As an Associate Engineer, Mr. Flory performed a special study to determine the water available for appropriation in the Sacramento San Joaquin watershed. He analyzed all water rights held in the Central Valley including all appropriative and riparian rights; determined the applicability of standard water right restrictions on diversions; took field measurements and documented water diversions for a court ordered adjudication. (1980-1983)

**Syblon-Reid, Engineering Contractors, Folsom, Project Engineer** – Mr. Flory served as a Field Engineer and surveyor on several water resources construction projects including the Atwater wastewater treatment plant expansion, Roaring River Slough levee repair and road construction and the Friant-Kern Canal maintenance and lining repair. He developed bid documents and progress payment estimates.

## Rick Darnley

### Construction Services Manager

#### Education

- ✓ General Education,  
Fresno City College, California
- ✓ Primavera Project Management  
P3ecSoftware Training Course
- ✓ Primavera Expedition Professional  
Training Course

#### Registration/Certifications

- ✓ Medic First Aid Training Programs
- ✓ OSHA Construction Safety & Health  
Training, 10-Hour Course
- ✓ Competent Person, Trench and  
Excavation Standards

#### Affiliations

- ✓ American Public Works Association  
(APWA)
- ✓ American Council of Engineering  
Companies (ACEC)

#### Areas of Expertise

- ✓ Program/Construction Management
- ✓ Pre-Construction Services
- ✓ Cost Estimating
- ✓ CPM Scheduling
- ✓ Value Engineering
- ✓ Bidability/Constructability Reviews
- ✓ Reinforced Concrete
- ✓ Reinforced Masonry
- ✓ Welding
- ✓ Site Safety/OSHA Compliance
- ✓ QA/QC Programs
- ✓ Caltrans Standard Specifications
- ✓ California Building Codes
- ✓ Pipeline Construction
- ✓ Schools, Hospitals & Public Works
- ✓ Utility Relocations

## Professional Summary

Rick Darnley has over 43 years in the construction management, quality control, and coordination of large projects with critical schedules to meet. His expertise includes healthcare, education and public works facilities, which require project tracking, contract review, contract budgeting, cost estimates, schedule reviews, quality assurance/quality control, and technical services. Many of the projects have been performed in accordance with requirements established by agencies such as the Federal Aviation Administration (FAA), Federal Railroad Administration (FRA), Department of Health Care Access and Information (HCAI), and Division of State Architecture (DSA) as well as California Administrative Code Standards.

## Relevant Experience

**Water System Improvements – Phase I, Pixley Utilities District, Pixley, Principal Construction Manager** – Mr. Darnley provided staff oversight during inspection services on the 1st phase of construction of a water system improvements along with the installation of a new domestic well and a 0.7 MGD gallon storage tank. Installation included the construction of over 3,000 ft of 12" water main, and the installation, and startup of a new water storage tank and related booster pumps.

**Water Treatment Project – Phase 1, Tranquility Irrigation District, Fresno County, Principal Construction Manager** – Mr. Darnley provided staff oversight during the inspections for the installation of approximately 1 mile of 12" water main from a new set of wells to the District's tank site. The work involved inspecting and testing of the new line and modifying the inlet piping to the tank to accommodate the new line.

**Southwest Groundwater Banking Facility, Fresno Irrigation District, Fresno County, Principal Construction Manager** – Mr. Darnley provided staff oversight of inspection services for the recently completed Southwest Groundwater Banking Project for the Fresno Irrigation District. The project, which spans over 100 acres, will provide much needed water storage in the region and provide for sustainable management of surface and groundwater. The design of the project included a hydraulic analysis of 3.5 miles of canal system including an alternative analysis of increasing capacities to 200 cfs by replacing county road culverts, private culverts, widening/raising/deepening of the channel as well as providing flow measurement at key locations. A 20-acre regulation reservoir with a 200 cfs inlet weir structure as well as distribution structures within the basins and an earthen distribution channel were also constructed. The project was funded by approximately \$4M of state and federal grants which included a Integrated Regional Water Management Plan (IRWMP) Implementation Proposition 84 Grant from the State Water Board and a WaterSMART grant through the USBR.

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**Gary R. Serrato Intertie Facility, Fresno Irrigation District, Fresno County, Principal Construction Manager** – Mr. Darnley provided staff oversight during construction inspection services for the Gary R. Serrato Intertie Facility, formerly called the Gould Canal to Friant-Kern Canal Intertie Project. The project included the installation of a 200 cfs pump station to discharge water into the Friant-Kern Canal where the Gould Canal intersects. The pump station is expandable to an ultimate design of 300 cfs and 1,000 hp total. The project also included engineering design, CEQA/NEPA documents, and securing all the necessary permits with the Bureau of Reclamation and Friant Water Authority within a seven-month time frame.

**North Expansion Project, Kaweah Health, Visalia, Senior Project Manager** – Mr. Darnley's role as the owner's representative on this \$160 million expansion project involved bidding separate contracts for the building demolition, Mill Creek culvert realignment as well as the North Expansion Project. His responsibilities included preparing the front end bid documents, preparing bid advertisement, facilitating the bid openings, issuing Notice to Proceed letter to the low bidder, reviewing cost estimates, and negotiating change orders. He was also responsible for conducting weekly construction meetings, reviewing RFIs and applications for payments, coordinating owner furnished items, coordinating the contractor activities with hospital staff to minimize disruption, and providing recommendations to Kaweah Health facilities planning director regarding project issues.





**Matthew S. Wallin, P.E.**  
**Senior Project Manager**  
**Principal Partner**

**EDUCATION** M. S., Civil Engineering, Case Western Reserve University  
 B. S., Civil Engineering, Case Western Reserve University

**REGISTRATION** PE (Civil) California (65002), Texas (106732), Utah (11735959-2202)

Mr. Wallin has been involved in trenchless design and construction management since 2000. With an emphasis on geotechnical considerations, his experience includes the design and implementation of trenchless technology construction, geotechnical analysis and design, construction management and inspection, and trenchless technology consulting expert services. Specific focus is applied to new pipeline construction using horizontal directional drilling (HDD), auger boring, pilot-tube guided methods, pipe ramming, open-shield pipejacking, microtunneling, and conventional tunneling. He has provided claims evaluation and consulting expert services on disputes involving HDD, microtunneling, pipe reaming, utility strikes, and geotechnical differing site conditions. He has authored or co-authored over 20 technical papers on various aspects of trenchless technology, tunneling, and geotechnical engineering, and currently serves as Vice Chair of the Board of Directors for the North American Society for Trenchless Technologies (NASTT) where he actively participates in trenchless industry education through NASTT's Good Practices Guidelines courses, taught throughout the US and Canada.

## EXPERIENCE

### **Harvest Water Program, Regional San (SRCSD), Sacramento, CA (2020 – Present)**

Mr. Wallin is providing trenchless consulting services, as a subconsultant to Brown & Caldwell/Carollo, for the trenchless feasibility, basis of design report, and program management (C-PMO) for the Harvest Water Program recycled water system. The trenchless scope of work includes preliminary assessment of 18 trenchless crossings varying in diameter from 18 to 84 inches, and in length from 150 feet to 800 feet. Trenchless methods under consideration along the various transmission main and distribution pipelines include: microtunneling, open-shield pipejacking, open-shield tunneling, pipe ramming, auger boring, and HDD. Several trenchless crossings required pre-planning to meet UPRR permit requirements, and early permit coordination with CA DFW regarding impact mitigation to waterways. Mr. Wallin is serving as the Project Manager for BTE on all work performed on the Harvest Water project.

*References:* Mike Crooks                      Regional San                      916.875.9416  
                     Mike Harrison                      Brown & Caldwell                      916.826.3230

### **Chain of Lakes Pipeline Alignment Study, Alameda County Flood Control and Water Conservation District Zone 7 (Zone 7), Livermore, CA (2020 – 2022)**

BTE is serving as a specialty sub-consultant to HydroScience Engineers on the alignment study for Zone 7's proposed Chain of Lakes pipeline. The raw water pipeline will consist of approximately 6 to 7 miles of 30- to 48-inch diameter pipe. BTE is providing preliminary assessment of at least 7 trenchless crossing locations along the various candidate alignments. Considerations include permit requirements of both UPRR and Caltrans for specific crossings, as well as challenging ground conditions including permeable sand and gravel soils with high groundwater and potential for cobbles and boulders. Mr. Wallin is serving as the Project Manager for BTE on the trenchless feasibility and preliminary design efforts for the potential crossings.

*References:* Curtis Lam                      HydroScience                      510.403.4636

### **Mad River Pipeline Crossing – Humboldt Bay Municipal Water Dist., Humboldt County, CA (2015 – 2018)**

As a subconsultant to GHD Inc., Bennett Trenchless Engineers provided trenchless design services to relocate a water main crossing of the Mad River near Blue Lake, CA. The existing water line was attached to a local railroad bridge that was no longer maintained by the rail company and was falling into disrepair. HDD was the preferred construction method due to lower estimated construction cost and reduced permitting requirements. The ground conditions included extensive near surface gravel, cobble, and boulder deposits, unweathered claystone bedrock, and a 200-foot wide fault gauge comprised of gravel, cobbles, boulders and sheared bedrock. A primary challenge on the project was minimizing impacts to the steep, densely vegetated work area at exit while accommodating the

pipe layout area which was at a severe angle to the bore. BTE evaluated trenchless construction alternatives, evaluated alignments, evaluated pipe materials, conducted design calculations for hydrofracture risk and pipe stress and pull load, provided technical specifications and drawing edits, evaluated submittals, and provided on-site specialty construction inspection services.

*References: John Friedenbach HBMWD 707.443.5018*

**Eastern Service Area Secondary Connection – 20” Discharge Pipeline Interstate 8 Crossing – Padre Dam Municipal Water District (PDMWD), Lakeside, CA (2015 – 2018)**

BTE served as the trenchless subconsultant to Michael Baker International for the design of a 350-foot crossing of Interstate 8 in Lakeside, CA. Mr. Wallin served as the trenchless project manager/engineer and was responsible for performing the trenchless alternatives analysis, producing technical specifications and trenchless drawings details, as well as cost and schedule estimates, and submittal review services. BTE specified open-shield pipejacking for the installation of 48” steel pipe to serve as casing for the 20” water line. Alternative excavation head options were allowed including use of a Robbins SBU-M. Ground conditions at the site consisted of weak granodiorite rock with floating, boulder-sized corestones of granitic rock with strengths as much as 10 times that of the surrounding material. BTE helped to establish contractual baseline ground conditions to be used for bidding purposes and for resolution of any DSC claims. During construction the contractor proposed to use auger boring methods in lieu of the specified method. When the conventional auger boring methods ran into difficulties with the corestones, the equipment was augmented with a Robbins SBU-A to complete the work. The baseline statements regarding anticipated conditions within the granodiorite were successfully used to resolve the contractor’s subsequent DSC claim.

*References: Mark Niemiec PDMWD 619-258-4635*

**Main Street Bridge Water Main Replacement Project, Coastside County Water District (CCWD), Half Moon Bay, CA (2014 – 2016)**

BTE served as a trenchless design sub-consultant to Erler & Kalinowski, Inc. (EKI) on the design of a water main replacement project in Half Moon Bay, CA. The existing line crossed above Pilarcitos Creek, attached to the deteriorating Main Street Bridge. CCWD relocated the 16-inch pipeline under the creek, downstream of the bridge, prior to the bridge being renovated. Mr. Wallin served as trenchless project manager/engineer for the design of the new 400-foot creek crossing. During preliminary design both microtunneling and HDD were evaluated as feasible replacement method, however HDD was chosen as the trenchless construction method. Project challenges included high permeability sands and direct groundwater recharge from the creek, and constricted work areas in the developed urban setting of downtown Half Moon Bay.

*References: David Dickson CCWD 650-726-4405*

**Upper Northwest Interceptor Section 9 and Associated Northeast Area Relief Projects – Sacramento Regional County Sanitation District (2005 – 2011)**

Bennett Trenchless Engineers provided full trenchless design services, as a sub-consultant to HDR, for 32,550 feet of new interceptor and trunk sewer in Citrus Heights and Sacramento County, California. The project included 9,500 feet of 36-inch diameter interceptor, 13,400 feet of 36-inch trunk, and 4,300 feet of 24-inch trunk sewer installed by microtunneling methods. The pipeline alignments were located along major arteries in densely developed areas of greater Sacramento. Trenchless construction was used to minimize disruption along the alignment during the installation of the deep sewer (30 to 65 feet deep). Mr. Wallin was the Project Engineer for Bennett Trenchless Engineers responsible for the design of the 41 microtunneling drives on the project. Design challenges included locating shaft work areas in extremely tight locations, maintaining high traffic volumes, avoiding utility conflicts in a congested corridor, minimizing disruption to surrounding schools and businesses, and maximizing drive lengths to provide cost-efficient installation while managing construction risks. Mr. Wallin was responsible for providing design recommendations, performing settlement analyses, cost estimates, preparing contract specifications, and assistance in preparation of design drawings. Bennett Trenchless Engineers also provided full design services during construction of this project including submittal and RFI review, site visits, and claims assistance services.

*References: Bill Chavez Regional San 916.876.6015*

# ON MAN LAU, P.E., G.E.

## ENGINEERING MANAGER

### EDUCATION:

California Polytechnic State University, San Luis Obispo:  
B.S., Civil and Environmental Engineering, 1992  
California Polytechnic State University, San Luis Obispo:  
M.S., Civil and Environmental Engineering, 1994

### REGISTRATION:

Registered Civil Engineer, C057398 - California, September 1997  
Registered Geotechnical Engineer, GE2644 – California, January 2004

### PROFESSIONAL HISTORY:

|  |                   |
|--|-------------------|
|  | Feb. 2022-Present |
| Soils Engineering, Inc., Bakersfield, CA |                   |
|  | 1994-2022         |
| BSK Associates, Bakersfield, CA          |                   |

### PROFESSIONAL BACKGROUND:

Mr. Lau has more than 30 years of experience in geotechnical engineering, soils/earthwork observation and testing, and construction materials testing and inspection. His areas of expertise include investigations for foundations, seismic hazards, slope stability, liquefaction analyses, drainage studies, footing foundation designs, settlement evaluations, pavement designs, slab-on-grade design, drilled pier design and construction, pile driving design and construction, expansive soils, corrosive soils, excavation stability, shoring, compaction requirements and volumetric calculations.

His projects have included water and wastewater facilities, pipelines, canals, bridges, roadways and highways, schools, hospitals, parks, multi-story buildings, commercial office complexes, airports, energy sites, dams, retaining walls, manufacturing plants, and police/fire/prison sites. Mr. Lau has performed and managed geotechnical engineering and construction materials testing projects in Kern, Tulare, Kings and Fresno counties, and Owens Valley, Antelope Valley, and the Mojave Desert regions of California.

Recent projects on which Mr. Lau managed and supervised the materials testing and special inspections include:

|   |                             |
|---|-----------------------------|
| Fresno Recharge                                 | Client: City of Fresno      |
| Highway 204 and Chester Avenue Seismic Retrofit | Client: Caltrans            |
| Warthan Creek Bridge                            | Client: County of Kern      |
| Pedestrian/Bike Path                            | Client: City of Bakersfield |





## Sheila K. Plane

### Partner/Right of Way & Relocation Assistance Manager

Joined Ruettgers & Schuler Civil Engineers in 1987, becoming a partner in 1998

**Professional License:** Real Estate Broker

**Commission:** Notary Public

**Professional Organizations:** International Right of Way Association, National Notary Association

#### **Responsibilities/Experience:**

- Acquisition of over 400 properties and completed more than 100 residential and business relocations
- Provide oversight of Right of Way staff
- Conduct utility investigations and coordinate relocation efforts with utility companies
- Prepare utility and right of way mapping
- Provide construction inspection for road improvement projects

#### **Major Project Experience:**

##### **Right of Way Acquisition and Relocation Services for the following government agencies:**

Cities of Bakersfield, Fresno, Tulare and Visalia

Greater Bakersfield Separation of Grade District

Counties of Kern, Tulare, and Fresno

State of California: California High Speed Rail Authority (CHSRA)

Water Agencies/Districts: Kern County Water Agency, Fresno Irrigation District, Kaweah Delta Water Conservation District, and Westside Water District (Fresno)

Hospital District: Tehachapi Valley Healthcare District

School Districts: Fruitvale School District and Kern High School District

**Hageman Flyover @ S.R. 99, Bakersfield, CA** – Acquisition of three properties for the roadway and bike path to extend over S.R. 99 and the tie-in to S.R. 204. *City of Bakersfield*

**34<sup>th</sup> Street Rule 20A Project** – Coordinate with ten property owners for easement acquisition to underground PG&E facilities. *City of Bakersfield*

**Right of Way Acquisitions Berkshire Road, Hosking Avenue, Wible/McKee, Panama Lane, Wible Road** – Coordinate right of way acquisitions for roadway improvements – *City of Bakersfield*

**California High Speed Rail, Construction Package 4** – Provided oversight of Right of Way Consultants in their acquisition of 165 properties and related relocations, obtained easements and rights of entry as needed, along the 22-mile CP-4 segment and coordinated with Design Builder as relates to right of way and property access. *CHSRA/HNTB*

**Raw Water Supply Pipeline, Fresno, CA** – Acquired easements for the City of Fresno across thirteen parcels for construction of a 4.6-mile-long raw water pipeline. *Provost & Pritchard (for City of Fresno)*

**Hageman Road Underpass Project** – Acquisition of twenty-six separate properties, six total takes, and twenty partial takes and provided relocation services as needed for residential and commercial owners and tenants. *County of Kern*

**Westside Parkway-Mohawk/BNSF Railway Grade Separation Project** – Acquisition of properties from seven separate owners for the Westside Parkway project and the Mohawk/BNSF Railway Grade Separation Project, coordination of oil well and oil pipeline appraisals and relocation and acquire temporary construction easements. *City of Bakersfield*



## Wayne C. Dahl, PE, PLS

President, Dahl Consultants, Inc.

### EDUCATION

Course Work Hydrology, Arizona State University, 1989  
BS Civil Engineering, North Dakota State University, 1979

### REGISTRATION

Professional Civil Engineer – AZ, 22183; CA, C45611; ND, 7053; TX, 117749  
Land Surveyor, CA, L 6602

### BACKGROUND

*Mr. Dahl has over 40 years of experience in planning, design, and construction management of large civil engineering water resources projects including water banking, water conveyance, and water storage facilities. He has expertise in the design and construction of water distribution systems; hydrology and drainage projects; canals, channels, pipelines, and pump stations; reservoir design; and bridges and roadways for which he has served as the engineer of record for well over \$1B of constructed infrastructure. Mr. Dahl is experienced in all phases of project and program implementation, including planning, analysis, design, plans and specifications, costing, bidding, and construction management.*

### EXPERIENCE

#### **Oasis In-Lieu Recharge Project, Coachella Valley Water District, California, Project Manager. CVWD Project Manager – Dan Charlton, (760) 398-2651**

Currently serving as Project Manager and Engineer of Record for this project which will expand CVWD's irrigation system in the Oasis Area to supply up to about 30,000 acre-feet of water per year. The Oasis area, presently in agricultural use and irrigated with groundwater supplied by individual wells, will be converted to surface water. The project involves upgrading and expanding the current irrigation system.

#### **Highway 86 Transmission Main Extension and Pump Station, Coachella Valley Water District, California, Project Manager. CVWD Project Manager – Dan Ruiz, (760) 398-2651**

Mr. Dahl is serving as Project Manager for this project. Dahl took over the Highway 86 Transmission Main Extension and Pump Station Project, which has been completed to various levels of design by another design consultant. Using the previous consultant's work to the extent practicable in order to efficiently complete the project, Dahl provided services for final design and preparation of contract bid documents. Project elements included a booster station and 7 miles of 30-inch diameter transmission main. Dahl is currently providing design services during construction.

**High Desert Water Bank Water Project, Antelope Valley-East Kern Water Agency, California, Design Team Lead.** The High Desert Water Bank (HDWB) is a partnership between AVEK and MWD to increase existing groundwater supplies that will be available for use during dry-year events or as augmented water are required by the project stakeholders. The HDWB is planned to provide approximately 70,000 acre-feet on an annual basis of new groundwater storage with a maximum of 280,000 acre-feet of ultimate storage. The project includes 322 acres of environmental set-aside land in support of habitat sustainability, 825 acres of recharge facilities, 96 cfs, 1000 hp pump station, conveyance pipelines varying, and recovery wells. The water delivery to the site will be accomplished with a 250 cfs turnout/turn-in facility connecting to the California Aqueduct, East Branch. Mr. Dahl led the design for

the 250 cfs turnout from the California Aqueduct (engineer of record) including coordination with DWR. His responsibilities also include oversight of the overall design effort for the project.

**Transfer-Bethany Pipeline Project, Contra Costa Water District, California, Project Manager.** The Transfer-Bethany Pipeline Project is part of the Phase 2 Los Vaquero Expansion program. The project will convey a maximum of 300 cfs through an 8-mile long, 90-inch diameter pipeline that begins at the District's existing Transfer Facility and terminates at a turn-in to the California Aqueduct downstream of the Banks Pumping Plant at Milepost 3.4. Water conveyed to the California Aqueduct will be used for delivery to South Bay water agencies, wildlife refuges, and other south of Delta Central Valley Project contractors. Mr. Dahl's responsibilities include obtaining approval from DWR for the design of the 300 cfs turn-in structure to the California Aqueduct, control building, and a meter vault.

**Whitewater Groundwater Replenishment Facility Intake Structures and Diversion Channels Design, Coachella Valley Water District, California, Project Manager. CVWD Project Manager – Dan Charlton, (760) 398-2651.**

Mr. Dahl served as the Project Manager and Engineer of Record for the Whitewater Project. The Project consists of a single intake/sluicing structure to deliver water from the Whitewater River into the recharge facility, two diversion structures within the facility, 12,000 feet of an 800 and 400 cfs capacity conveyance channel, and the replacement of two new intake facilities at Ponds 1 and 10.

**Coachella Canal Water Conveyance System Relocation - SilverRock, Coachella Valley Water District, California, Project Manager. CVWD Project Manager – Dan Charlton, (760) 398-2651.**

Mr. Dahl served as the Project Manager and Engineer of Record for the SilverRock Conveyance Project. The project involved designing and evaluating two alternatives to repair the restricted flow through the Coachella Canal near the SilverRock Resort. The alternatives included a 108-inch diameter pipeline or a canal reconstruction. As the selected alternative, design was completed for canal reconstruction.

**Mid Valley Pipeline, Coachella Valley Water District, California, Project Manager. CVWD Project Manager – Patti Reyes, (760) 398-2651**

Mr. Dahl served as project manager and engineer of record for the design and construction management of the Mid-Valley Pipeline Project. The Mid Valley Pipeline Project will deliver 35,000 acre-ft of canal water to the WRP10 for blending with reclaimed wastewater for golf course irrigation. The principal components of the project include: 100 cfs enclosed pumping plant and intake structure at the Coachella Canal; 35,000 linear feet of 54-inch diameter pipeline along the Coachella Valley Stormwater Channel between Fred Waring and the new WRP10 terminal structure; and lined open reservoirs at Water Recycling Plant 10 (WRP10).

**East Branch Enlargement Evaluation, State Water Contractors, California, Project Manager.**

Mr. Dahl led the hydraulics review related to analyzing the cause of capacity problems in the existing East Branch of the California Aqueduct. The work was performed as part of an assignment from the State Water Contractors to review the need and direction for an East Branch Enlargement Project.

## APPENDIX B

### **ADDENDA**

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Indian Wells Valley Groundwater Authority  
100 W. California Avenue  
Ridgecrest, CA 93555

Addendum No. 1

May 24, 2022

Prepared by:  
STETSON ENGINEERS, INC.

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**BIDDER'S CERTIFICATION**

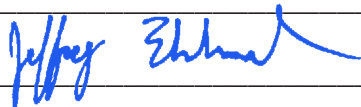
I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained herein.

Dated: July 7, 2022 \_\_\_\_\_

Company: Provost & Pritchard Consulting Group \_\_\_\_\_

Bidder: Jeff Eklund, PE \_\_\_\_\_

Title: Director of Operations \_\_\_\_\_

Signature:  \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

Indian Wells Valley Groundwater Authority  
100 W. California Avenue  
Ridgecrest, CA 93555

Addendum No. 2

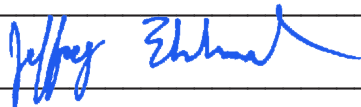
June 15, 2022

Prepared by:  
STETSON ENGINEERS, INC.

---

**BIDDER'S CERTIFICATION**

I acknowledge receipt of the foregoing Addendum No. 2 and accept all conditions contained herein.

Dated: July 7, 2022  
\_\_\_\_\_  
Company: Provost & Pritchard Consulting Group  
\_\_\_\_\_  
Bidder: Jeff Eklund, PE  
\_\_\_\_\_  
Title: Director of Operations  
\_\_\_\_\_  
Signature:  \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

Indian Wells Valley Groundwater Authority  
100 W. California Avenue  
Ridgecrest, CA 93555

Addendum No. 3

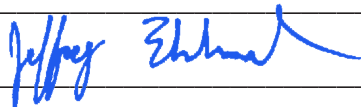
June 22, 2022

Prepared by:  
STETSON ENGINEERS, INC.

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**BIDDER'S CERTIFICATION**

I acknowledge receipt of the foregoing Addendum No. 3 and accept all conditions contained herein.

Dated: July 13, 2022  
\_\_\_\_\_  
Company: Provost & Pritchard Consulting Group  
\_\_\_\_\_  
Bidder: Jeff Eklund, PE  
\_\_\_\_\_  
Title: Director of Operations  
\_\_\_\_\_  
Signature:  \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**



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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** July 22, 2022

**FROM:** IWVGA Staff

**SUBJECT:** **Agenda Item 6 – Authorize Release of Request for Bids for Monitoring Well Drilling Services**

## **BACKGROUND AND DISCUSSION**

The Authority previously submitted a prioritized list of water security projects for potential funding from the Navy-Coso Royalties. The project that was selected for funding is the installation of shallow monitoring wells to collect data on the subsurface flow from the Rose Valley area into the basin. The purpose of the project is to provide information to update the hydrogeological model so it more accurately depicts the dynamics of the IWV water basin (i.e., water storage, flows, etc.). The updated model will be used to prepare the 5-year update of the GSP.

Staff recommends that the IWVGA procure a contractor for well drilling services. A Request for Bids (RFB), which was prepared by Staff and is included in your Board packet, would be advertised online to solicit proposals from qualified firms for well drilling services. Staff anticipates advertising the RFP online and accepting proposals over approximately thirteen (13) days. Proposals received in response to the RFP will be reviewed promptly by Staff, and the lowest qualified bidder will be recommended to the Board for award at a future Board meeting.

The original estimated cost for well drilling services was approximately \$140,000. The actual drilling contract cost is needed to complete the funding agreement for the Navy-Coso funds.

## **ACTION(S) REQUIRED BY THE BOARD**

Staff recommends that the Board authorize release of the Request for Bids for Monitoring Well Drilling Services.

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**INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**ROSE VALLEY SUBFLOW MONITORING WELL  
CONSTRUCTION PROJECT**

**FISCAL YEAR 2022-2023**

**BID OPENING DATE  
August 4, 2022  
10:00 AM**

**Indian Wells Valley Groundwater Authority  
Clerk of the Board of Directors  
100 W California Ave.,  
Ridgecrest, CA. 93555  
Phone: (805) 764-5452**



INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

CONTRACT DOCUMENTS,  
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

**ROSE VALLEY SUBFLOW MONITORING WELL  
CONSTRUCTION PROJECT**

**FISCAL YEAR 2022-2023**

IN THE INDIAN WELLS VALLEY GROUNDWATER BASIN

Approved by:

---

Carol Thomas-Keefer  
IWVGA General Manager

Date

**INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**  
**ROSE VALLEY SUBFLOW MONITORING WELL**  
**CONSTRUCTION PROJECT**

**FISCAL YEAR 2022-2023**

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**INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**

**NOTICE INVITING SEALED BIDS**

**FOR THE**

**ROSE VALLEY SUBFLOW MONITORING WELL  
CONSTRUCTION PROJECT**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Sealed bids will be received at the Office of the Clerk of the Board of Directs, Indian Wells Valley Groundwater Authority, 100 W California Ave., Ridgecrest, CA. 93555, up to the hour of **10:00 A.M. Thursday, August 4, 2022**, for performing the following work:

**ROSE VALLEY SUBFLOW MONITORING WELL  
CONSTRUCTION PROJECT**

All in accordance with the plans, specifications, and other contract documents on file with the Indian Wells Valley Groundwater Authority.

The words “**ROSE VALLEY SUBFLOW MONITORING WELL CONSTRUCTION PROJECT**” shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Office of the Clerk of the Board of Directs, Indian Wells Valley Groundwater Authority, 100 W California Ave., Ridgecrest, CA. 93555.

**MANDATORY INFORMATIONAL PRE-BID MEETING.** There will be a Mandatory Informational Pre-Bid meeting and site walk **Wednesday, July 27, 2022, at 8:00 A.M.** Meet at Shell Gas Station 395 Frontage Road, Pearsonville, California. We will proceed to two remote drill sites (requiring high clearance vehicles) from the meeting point to conduct the site walks.

**DESCRIPTION OF WORK:** The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to construct one (1) subflow monitoring well with the option to construct a second subflow monitoring well. The work will take place in the Indian Wells Valley Groundwater Basin, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

**THE COST ESTIMATE FOR THIS PROJECT IS: \$100,000 per well.**

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within **THIRTY (30) consecutive working days per well, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the General Manager.

**LIQUIDATED DAMAGES:** Liquidated damages of \$500/day will apply to this project. See Special Provisions for detailed information on liquidated damages.

**OBTAINING CONTRACT DOCUMENTS:** Plans, Specifications, and contract documents may be obtained on the Indian Wells Valley Groundwater Authority ("IWVGA") website at: [\[https://iwvga.org/\]](https://iwvga.org/) Paper copies are also available Office of the Clerk of the Board of Directors, Indian Wells Valley Groundwater Authority, 100 W California Ave., Ridgecrest, CA. 93555, Phone: (805) 764-5452, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the IWVGA will send the documents for the pickup price.

**STATE LABOR STANDARDS & WAGE REQUIREMENTS:** In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Office of the Clerk of the Board of Directs, Indian Wells Valley Groundwater Authority, 100 W California Ave., Ridgecrest, CA. 93555, and are available to any interested party on request.

**AWARD OF CONTRACT:** Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded). The Indian Wells Valley Groundwater Authority may award the contract for construction of either one (1) or two (2) monitoring wells following review of the bids received.

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the

construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the Indian Wells Valley Groundwater Authority consents to the substitution.

**BID GUARANTY:** Bids must be accompanied by cash, or by cashier's or certified check made payable to the Indian Wells Valley Groundwater Authority, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Indian Wells Valley Groundwater Authority as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

**RETENTION:** The Indian Wells Valley Groundwater Authority will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The Indian Wells Valley Groundwater Authority in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The Indian Wells Valley Groundwater Authority hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

**CONTRACTOR'S LICENSE:** At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "A" or "C-57" in accordance with provisions of Chapter 9, Division 111, Sections 7000 through 7145 of the Business and Professions Code of the State of California and the Prime Contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

**INDIAN WELLS VALLEY GROUNDWATER AUTHORITY'S RIGHTS RESERVED:** The Indian Wells Valley Groundwater Authority reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Indian Wells Valley Groundwater Authority. No bidder may withdraw his or her bid for a period of **sixty (60) days** after the date from the opening thereof.

**BID QUESTIONS:** All bid questions shall be submitted by email to April Keigwin, [akeigwin@rgs.ca.gov](mailto:akeigwin@rgs.ca.gov), for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

## **INSTRUCTIONS TO BIDDERS**

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **ROSE VALLEY SUBFLOW MONITORING WELL CONSTRUCTION PROJECT**, in the Indian Wells Valley Groundwater Basin. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The Indian Wells Valley Groundwater Authority will not consider any bid not meeting these requirements.

**DELIVERY OF BIDS:** The bids shall be delivered by the time and to the place stipulated in the "Notice Inviting Sealed Bids." It is the bidder's sole responsibility to see that his or her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present at bid opening.

**MODIFICATIONS AND ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to a bid will render it unresponsive and may cause its rejection. The complete bid forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative bids will not be considered unless called for. No oral, telegraphic, or telephonic bid or modifications will be considered.

**WITHDRAWAL OF BID:** The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative, and is filed with the Clerk of the Board of Directors of the Indian Wells Valley Groundwater Authority. **No bid may be withdrawn during the period of sixty (60) days after the opening of bids.**

**BID GUARANTY:** Each bid shall be accompanied by cash, or a cashier's or certified check, or by a bid bond in the amount of **ten percent (10%)** of the amount named in the bid. Said check or bond shall be made payable to the Indian Wells Valley Groundwater Authority and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the Indian Wells Valley Groundwater Authority. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the Indian Wells Valley Groundwater Authority, which is bound herein, and is properly filled out and executed.

**DISCREPANCIES IN BIDS:** In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total Item Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit costs.

If the "Total Contract Amount" does not equal the sum of the item totals, then the General Manager, after resolving any discrepancy in the item price totals, shall sum the total column and the resultant amount shall be considered the "Total Contract Amount".

**COMPETENCY OF BIDDERS:** In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specification. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the IWVGA consents to the substitution.

**BIDDER'S EXAMINATION OF SITE:** Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications,

and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the Indian Wells Valley Groundwater Authority. Requests for consideration of equivalents must be submitted in writing allowing up to five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the Indian Wells Valley Groundwater Authority .

**TAXES:** No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

**DISQUALIFICATION OF BIDDERS:** More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

**RETURN OF BID GUARANTIES:** Within **ten (10) days** after award of the contract, the Indian Wells Valley Groundwater Authority will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

**AWARD OF CONTRACT:** Bids will be compared on the basis of the lowest possible cost, and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the Indian Wells Valley Groundwater Authority written notice of the withdrawal of his or her bid.

**EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written contract with the Indian Wells Valley Groundwater Authority on the form agreement provided, and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

If the successful bidder refuses or fails to execute the contract, the Indian Wells Valley Groundwater Authority may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the Indian Wells Valley



Groundwater Authority may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the Indian Wells Valley Groundwater Authority. The work may then be re-advertised.

**INSURANCE AND BONDS: Certificates of insurance and the required bonds in the amounts required shall be furnished by the Contractor to the Indian Wells Valley Groundwater Authority and approved by the Indian Wells Valley Groundwater Authority prior to the commencement of work.**

The Contractor shall maintain a policy of workers' compensation insurance on a state approved policy form providing statutory benefits as required under the laws of the State of California for all labor employed by the Contractor, or by any Subcontractor under the Contractor, who may come within the protection of such workers' compensation insurance laws. At the time of execution of the contract agreement, the Contractor must provide the Indian Wells Valley Groundwater Authority with proof of Contractor's workers' compensation insurance as indicated in these Instructions with employer's liability limits in an amount not less than \$1,000,000.

The Contractor shall maintain a policy of commercial general liability insurance to protect said Contractor and the Indian Wells Valley Groundwater Authority against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract thereunder, and also to protect said Contractor and the Indian Wells Valley Groundwater Authority against loss from liability imposed by law, for damage to any property, caused directly or indirectly by the performance and execution of this contract or of any subcontract thereunder. Said general liability insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under this contract in the amount of not less than \$ 1,000,000 per occurrence and no less than \$2,000,000 general aggregate. The **Indian Wells Valley Groundwater Authority and the Indian Wells Valley Groundwater Authority's officers, employees and agents** ("IWVGA Parties") shall be named as an "**Additional Insureds**" on Contractor's general liability insurance policies. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

The Contractor shall also maintain a policy of comprehensive automobile liability insurance in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and not contributing with any other insurance available to the Indian Wells Valley Groundwater Authority, under any third-party liability. The general liability policy shall waive all rights of subrogation and contribution it may have against the Indian Wells Valley Groundwater Authority and the IWVGA Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the Indian Wells Valley Groundwater Authority. In the event any of said policies of insurance are cancelled

or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with these requirements to the General Manager.

Contractor must require all subcontractors to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Agreement. The Contractor shall not allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his or her power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the contract** agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein.

**SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND:** All insurers are to be rated A or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the General Manager of the Indian Wells Valley Groundwater Authority due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the Indian Wells Valley Groundwater Authority object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the Indian Wells Valley Groundwater Authority the following documents:

- (a) A copy of the “Certificate of Authority” of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Inyo that the “Certificate of Authority” of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the “Certificate of Authority” of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the Indian Wells Valley Groundwater Authority to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the Indian Wells

Valley Groundwater Authority , as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, Indian Wells Valley Groundwater Authority shall contact the bond company to verify the bond's validity.

**EVIDENCE OF RESPONSIBILITY:** Upon the request of the Indian Wells Valley Groundwater Authority , a bidder whose bid is under consideration for the award of the contract shall submit promptly to the IWVGA satisfactory evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

**EMPLOYMENT OF APPRENTICES:** Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

**WAGE RATES:** In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Office of the Clerk of the Board of Directs, Indian Wells Valley Groundwater Authority, 100 W California Ave., Ridgecrest, CA. 93555, and are available to any interested party on request.

**SAFETY PERMIT:** The Contractor, and not the Indian Wells Valley Groundwater Authority, shall be responsible for performing safety inspections for this project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California- Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the General Manager or his/her designated agent prior to commencement of work.

**OTHER PERMITS, FEES, AND LICENSES:** The Contractor shall, prior to the start of construction, obtain a "**Construction Permit**" from the County. In addition, the Contractor, and **ALL** sub-contractors, **shall possess a business license** at the time of application for the Construction Permit and for the duration of the contract.

**BID FORM**

**FIRM NAME:** \_\_\_\_\_

**POINT OF CONTACT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**FOR THE**

**ROSE VALLEY SUBFLOW MONITORING WELL  
CONSTRUCTION PROJECT**

**FISCAL YEAR 2022-2023**

**INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**

**BID FOR THE**  
**ROSE VALLEY SUBFLOW MONITORING WELL**  
**CONSTRUCTION PROJECT**

TO THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY-

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**ROSE VALLEY SUBFLOW MONITORING WELL CONSTRUCTION PROJECT**” which are on file in the office of the Clerk of the Board of Directors of the Indian Wells Groundwater Authority

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2015 Edition):

CY .....Cubic yard  
EA .....Each  
LF .....Linear foot  
LS .....Lump sum  
SF .....Square foot  
SY .....Square yard  
TON .....Ton

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the General Manager or his/her designated agent of the Indian Wells Groundwater Authority, duly appointed for said work in the matter of the construction and installation of “**ROSE VALLEY SUBFLOW MONITORING WELL CONSTRUCTION PROJECT**”, for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The Indian Wells Groundwater Authority reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

**INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**

**ROSE VALLEY SUBFLOW MONITORING WELL CONSTRUCTION PROJECT**

**BID SCHEDULE**

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified in the Scope of Work-Fee Schedule amounts set forth below, and commence work within one (1) week of Notice to Proceed. The undersigned also acknowledges that all prices include sales tax and all other applicable taxes and fees. See attached data sheets for details related to well. The bid amounts submitted on Bid Schedule shall be for the construction of one (1) monitoring well. The undersigned shall also submit a total bid amount for the construction of two (2) monitoring wells.

| <b>Item</b> | <b>Description</b>   | <b>Qty</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Amount</b> |
|-------------|--|------------|-------------|------------------|---------------|
| 1           | Obtain appropriate drilling permits  | 1          | L.S.        | N/A              | \$            |
| 2           | Mobilize and demobilize well drilling equipment                                      | 1          | L.S.        | N/A              | \$            |
| 3           | Dispose to all waste and fluid generated during the drilling process per BLM Permit  | 1          | L.S.        | N/A              | \$            |
| 4           | Drill 9-inch diameter borehole to 600 feet bgs                                       | 600        | L.F.        | \$               | \$            |
| 5           | Furnish and install 4-inch diameter Sch 80 PVC blank casing                          | 563        | L.F.        | \$               | \$            |
| 6           | Furnish and install 4-inch diameter Sch 80 PVC slotted screen                        | 40         | L.F.        | \$               | \$            |
| 7           | Furnish and install gravel pack and No. 60 transition sand                           |            | L.F.        | \$               | \$            |
| 8           | Furnish and install cement-bentonite grout   | 495        | L.F.        | \$               | \$            |
| 9           | Furnish and install bentonite pellets  | 20         | L.F.        | \$               | \$            |
| 10          | Perform well test pumping including swabbing, airlifting, surging and pump tests     | 40         | Hrs         | \$               | \$            |
| 11          | Furnish and install well surface completion including concrete and four (4) bollards | 1          | L.S.        | N/A              | \$            |
| 12          | Prepare well completion report   | 1          | L.S.        | N/A              | \$            |

**SUB TOTAL BID SCHEDULE AMOUNT** (Sum of Fee Items 1 through 12):

FOR ONE MONITORING WELL:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(words) (figures)

FOR TWO MONITORING WELLS:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(words) (figures)

Vendor hereby acknowledges that all bid prices for **Bid Schedule** include any amounts payable by IWVGA for taxes which may result from this proposal.

**Vendor's Authorized Representative**

\_\_\_\_\_  
Vendor (Company Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

**RESOLUTION OF CONSTRUCTION CLAIMS**

(To Be Executed By Bidder and Submitted With Bid)

When a Public Works claim is made to the Indian Wells Valley Groundwater Authority, the Indian Wells Valley Groundwater Authority will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under “Resolution of Construction Claims”).

Additionally, in all Public Works claims, which may arise between the Contractor and the Indian Wells Valley Groundwater Authority which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under “Resolution of Construction Claims of \$375,000 or Less”.) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder’s signature is required to verify he/she has reviewed the Code Sections.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_

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

Dated \_\_\_\_\_



**BID BOND**  
(10% of the Bid Amount)

**KNOW ALL MEN BY THESE PRESENTS** that we \_\_\_\_\_  
as Principal, hereinafter referred to as "Contractor" and \_\_\_\_\_  
as Surety, are held and firmly bound unto the Indian Wells Valley Groundwater Authority,  
hereinafter called the "IWVGA," in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, we bind ourselves,  
our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.  
The conditions of this obligation are such that whereas the Contractor submitted to the IWVGA a  
certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for  
the \_\_\_\_\_

and will furnish all required certificates of insurance and bonds as required by the Contract.

**NOW, THEREFORE**, if said Bid shall be rejected; or in the alternate, if said Bid is accepted, and  
the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement, (ii)  
delivers certificates evidencing that the required insurance is in effect, (iii) executes and delivers  
Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects performs  
the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise  
this obligation shall remain in full force and effect, it being expressly understood and agreed that  
the liability of the Surety for any and all default of the Contractor hereunder shall be the amount  
of this obligation as herein stated. In the event suit is brought upon this bond by IWVGA and  
judgment is recovered, Surety shall pay all costs incurred by IWVGA in said suit, including a  
reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety  
and its bond shall in no way be impaired or affected by an extension of the time within which the  
IWVGA may accept such a bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their  
several seals this \_\_\_\_ day of \_\_\_\_\_, 2022, the name and corporate seal of  
each corporate party being hereto affixed and these presents duly signed by its undersigned  
representative, pursuant to authority of its governing body.

ATTEST:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

The total amount of premium charged is \$ \_\_\_\_\_

**NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

## INFORMATION REQUIRED OF BIDDERS

**The bidder is required to supply the following information.**

(Additional sheets may be attached if necessary.)

(1) Address: \_\_\_\_\_

(2) Telephone: \_\_\_\_\_

(3) Type of Firm: \_\_\_\_\_  
 (Individual, Partnership, or Corporation)

(4) Contractor's State License Classification \_\_\_\_\_ Expiration date \_\_\_\_\_

(5) Corporate organized under the laws of the State of: \_\_\_\_\_

(6) Is 51% or more of the business owned by: American Indian ( ), Asian ( ), Black ( ), Hispanic ( ), Female ( ), Other (Specify) \_\_\_\_\_.

(7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(8) Number of years of experience as a Contractor in construction work. \_\_\_\_\_

(9) List at least three (3) completed well drilling projects completed in the last 24 months:

| Contract Amount | Class of Work | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|---------------|----------------|--|
| \$ _____        | _____         | _____          | _____  |

| Contract Amount | Class of Work | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|---------------|----------------|--|
| \$ _____        | _____         | _____          | _____  |

| Contract Amount | Class of Work | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|---------------|----------------|--|
| \$ _____        | _____         | _____          | _____  |

(10) List the name of the person who inspected the site of the proposed work for your firm:

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

(11) If requested by the IWVGA, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS AND DIR NO.: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS AND DIR NO.: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS AND DIR NO.: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS AND DIR NO.: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS AND DIR NO.: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the project.

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes ( ) No ( )

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes ( ) No ( )

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes ( ) No ( )

E. If the answer to “D” is "Yes", please explain the following details:

(a) Date: \_\_\_\_\_

(b) Name of person or group: \_\_\_\_\_

(c) Job involved (if applicable): \_\_\_\_\_

(d) Nature of threats: \_\_\_\_\_

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

(e) Additional comments: \_\_\_\_\_

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

**(TO ACCOMPANY BID)**

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

**QUESTIONNAIRE**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

**CONTRACTOR LICENSE AFFIDAVIT**

**STATE OF CALIFORNIA )**  
**COUNTY OF \_\_\_\_\_ ) ss.**

\_\_\_\_\_, being first duly sworn, deposes  
**Name**

and says that he or she is \_\_\_\_\_ of \_\_\_\_\_,  
**Title Name of Firm**

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the Indian Wells Valley Groundwater Authority.

\_\_\_\_\_  
**Contractor's State License Number and Classification**

\_\_\_\_\_  
**License Expiration Date**

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

Subscribed at: \_\_\_\_\_  
(City and County, State)

on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
State License Number and Classification

\_\_\_\_\_  
Street Address City State Zip Code

\_\_\_\_\_  
Telephone Number





**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, 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 \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

## AGREEMENT

**THIS AGREEMENT**, made and entered into by and between the **INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**, hereinafter referred to as the "**IWVGA**" and \_\_\_\_\_ hereinafter referred to as the "**Contractor**".

**WITNESSETH:** That the parties hereto do mutually agree as follows:

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said IWVGA, said Contractor agrees with said IWVGA to construct the work under the IWVGA'S specification entitled "ROSE VALLEY SUBFLOW MONITORING WELL CONSTRUCTION PROJECT" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said IWVGA, and to do everything required by this Agreement and the said specifications and drawings.

**ARTICLE II:** For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said IWVGA, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said IWVGA, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the General Manager, said IWVGA will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

**ARTICLE III:** All work to be done under this contract shall be completed within **THIRTY (30) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the General Manager. Any changes in time and/or price are to be submitted to the General Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the IWVGA within 3 days and shall include data supporting the request.

**ARTICLE IV:** The IWVGA hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE V:** The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the IWVGA, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

**ARTICLE VI:** Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies that it is in compliance with such provisions.

Contractor further acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced.

**ARTICLE VII:** The Contractor shall supply the IWVGA with a Certificate evidencing insurance policies which shall provide coverage for commercial general liability, owned and non-owned automobiles, manufacturer's and contractor's liability, and broad form property damage in any case where the Contractor has any property belonging to the IWVGA in his or her care, custody, or control; owner's and contractor's protective liability, blanket contractual liability, products and completed operations coverage, and coverage for collapse. Additional detail regarding the requirements for sufficient insurance is set forth in the Instructions to Bidders.

**ARTICLE VIII:** The Contractor certifies that he or she is aware of the provisions of Section 3700 of the Labor Code, which requires every employee to be insured against liability for Worker's Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the work of this contract.

**ARTICLE IX:** The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the IWVGA, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

Any project that was being monitored by the DIR's Compliance Monitoring Unit/Labor Commissioner as of **June 20, 2014** will continue to be monitored by the Labor Commissioner and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

For all new projects awarded on or after **April 1, 2015**, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

*These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.*

The prevailing rate of per diem wages are on file at the Office of the Clerk of the Board of Directs, Indian Wells Valley Groundwater Authority, 100 W California Ave., Ridgecrest, CA. 93555, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

**ARTICLE X:** The Contractor hereby agrees to indemnify and defend the IWVGA, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the IWVGA, its officers, agents, and employees against Claims or Liabilities caused by the sole negligence or willful misconduct or active negligence of the IWVGA, its officers, agents, or employees.

**ARTICLE XI:** The IWVGA, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the IWVGA to secure performance under a contract. The IWVGA hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

**ARTICLE XII:** In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

~~ARTICLE XIII: It is to be made known that the improvement contemplated in the performance of this contract is a federal aid improvement over which the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.~~

**ARTICLE XIV:** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the IWVGA to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the IWVGA or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the IWVGA.

**ARTICLE XV:** No officer or employee of the IWVGA shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**ARTICLE XVI:** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**ARTICLE XVII:** Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Inyo, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

[Signatures on next page]

**IWVGA: INDIAN WELLS VALLEY  
GROUNDWATER AUTHORITY**

Dated \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, General Manager

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Directors

Approved as to form:

\_\_\_\_\_  
Attorney for IWVGA

Dated \_\_\_\_\_, 20\_\_

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

(Attach acknowledgment for each  
Authorized Representative of Contractor.)

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_





**LABOR AND MATERIAL BOND  
(PAYMENT BOND)**

WHEREAS, the INDIAN WELLS VALLEY GROUNDWATER AUTHORITY, (“IWVGA”), has awarded to \_\_\_\_\_, as Contractor (“Contractor”), a Contract for the work entitled and described as follows:

**ROSE VALLEY SUBFLOW MONITORING WELL  
CONSTRUCTION PROJECT**

**FISCAL YEAR 2022-2023**

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the IWVGA in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the IWVGA in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the IWVGA or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ **CONTRACTOR** \_\_\_\_\_ **SURETY**

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

**Labor Code Section 3700**

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am 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 in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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**CONTRACTOR**

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

---

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## **APPRENTICESHIP REQUIREMENTS**

**Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information”** states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site.”

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

### **NOTICE**

**THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.**

## INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

### GENERAL PROVISIONS

**SCOPE OF WORK:** This project will drill and install a subflow monitoring well in the Indian Wells Valley Groundwater Basin. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

**LOCATION OF WORK:** The work will take place within the County of Inyo, Mount Diablo Meridian. Refer to the BLM Permit (attached) for more detailed site location.

**STANDARD SPECIFICATIONS:** The Standard Specifications of the IWVGA are contained in the 2021 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

**LEGAL ADDRESS OF CONTRACTOR:** The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the IWVGA to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the General Manager .

**RECOVERY OF DAMAGES:** The making of an estimate and payment in accordance therewith shall not preclude the IWVGA from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

**MONIES MAY BE RETAINED:** The IWVGA may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the General Manager, incurred by the IWVGA, for which the Contractor is liable under the contract.

**SALES AND/OR TAXES:** Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

**ALLOWABLE VARIATION:** When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

**PROTECTION OF PUBLIC UTILITIES:** The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the IWVGA or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

**EMERGENCY INFORMATION:** The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the General Manager prior to beginning work.

**EMPLOYMENT OF APPRENTICES:** The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor, and any subcontractor under the Contractor, shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

**UTILIZATION OF LOCAL BUSINESS AND LABOR:** The Contractor is encouraged to make a good faith effort to subcontract with businesses located in the Indian Wells Valley Groundwater Basin and to employ Indian Wells Valley Groundwater Basin residents to perform the necessary work relating to this Capital Improvement project. The goal of the Indian Wells Valley Groundwater Authority is to stimulate business within the Indian Wells Valley Groundwater Basin and to provide employment and training for local residents.

**PENALTIES FOR DISCRIMINATION IN EMPLOYMENT:** Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the IWVGA shall be found in material breach of such contract and the IWVGA shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission

or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

The Contractor shall enclose with his or her bid a Compliance Report stating that he or she will pursue an affirmative course of action as required by the affirmative action guidelines.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**PAYROLL RECORDS:** The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

“(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state



or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

**ASSIGNMENT OF ANTITRUST ACTIONS:** The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his or her subcontractors:

"(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

**CONSTRUCTION SCHEDULES:** Prior to issuing the “Notice to Proceed”, the General Manager or her designee will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the General Manager or her designee, at the time of the pre-construction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the General Manager within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the General Manager in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

If at any time project completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the IWVGA prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the IWVGA .

## **SPECIAL PROVISIONS**

### **INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**

### **ROSE VALLEY SUBFLOW MONITORING WELL CONSTRUCTION PROJECT**

#### **FISCAL YEAR 2022-2023**

#### **1. GENERAL**

**A. THE REQUIREMENT:** All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2021 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

**B. DEFINITION OF TERMS:** Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) IWVGA – The Indian Wells Valley Groundwater Authority.
- (2) Board – The Board of Directors of the Indian Wells Valley Groundwater Authority.
- (3) General Manager - The General Manager of the Indian Wells Valley Groundwater Authority, acting either directly or through authorized agents. Also referred to herein as GM.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

**C. SCOPE AND CONTROL OF THE WORK:**

**PROJECT PLANS:** The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

**2.5 PLANS AND SPECIFICATIONS**

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the General Manager. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Record Drawings:

**2-5.4 Record Drawings.**

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

**D. COMPLETION OF WORK:**

(1) All work to be done under this contract shall be completed within **THIRTY (30) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the General Manager.

(2) In the event that the General Manager is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

**E. FINAL INVOICE AND PAYMENT:**

(1) Whenever in the opinion of the General Manager or his/her designated agent, the Contractor shall have completely performed the contract on his or her part, the General Manager shall notify the Board that the contract has been completed in its entirety. He or she shall request that the Board accept the work and that the Clerk of the Board be authorized to file, on behalf of the IWVGA, in the office of the Inyo County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The

Contractor will then submit to the General Manager for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the General Manager shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the General Manager's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. IWVGA will pay this invoice less any amounts IWVGA is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Inyo County Recorder, the IWVGA shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The IWVGA will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

**F. RETENTION:** The IWVGA will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

**G. SUBSTITUTION OF SECURITIES FOR RETENTION:** Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the IWVGA.

**H. NO PERSONAL LIABILITY:** No agent of the IWVGA shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the IWVGA nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

**I. UNPAID CLAIMS:** If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the IWVGA a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the IWVGA or against any agent or agents thereof any action to enforce such claim, the IWVGA shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the IWVGA shall in its discretion permit the Contractor to file such additional bond as is authorized

by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

**J. ADDITIONAL SURETY:** If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the General Manager are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the General Manager within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

**K. NOISE CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with any applicable regulations regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

**L. PERMITS AND LICENSES:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the IWVGA has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

**M. PAYMENTS:** Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

**N. LEGAL ACTIONS AGAINST THE IWVGA:** In the event litigation is brought against the IWVGA concerning compliance by the IWVGA with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the IWVGA prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the IWVGA is prohibited from requiring the Contractor to perform all or any portion of the work, the IWVGA may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the IWVGA from requiring the Contractor to perform all or any portion of the work, the IWVGA will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The General Manager will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the General Manager, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the General Manager deems necessary to secure the project for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the General Manager.

[6] Provide the General Manager with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the General Manager may request.

[7] Dispose of materials not yet used in the work as directed by General Manager. It shall be the Contractor's responsibility to provide the IWVGA with good title to all materials purchased by the IWVGA hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the General Manager, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the General Manager, the Contractor shall assign to the IWVGA all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the General Manager with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the General Manager may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the IWVGA for use in the work and unused, shall terminate when the General Manager certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the IWVGA subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the IWVGA.

[3] When the General Manager determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the General Manager



formally accept the contract, and immediately upon and after such acceptance by the General Manager, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the General Manager.

(c) The total compensation to be paid to the Contractor shall be determined by the General Manager on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the General Manager, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the General Manager that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the IWVGA, or otherwise disposed of as directed by the General Manager.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the IWVGA at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the General Manager, the General Manager may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together

with all amounts previously paid, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

**O. TRENCHING:** In accordance with Section 6705 of the California Labor Code,

“No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural engineer employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

“Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

“Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees”

“The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.”

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

“(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

“(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

“(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

“(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

“(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

“(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor’s cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

**P. CHANGES IN WORK:**

The following is hereby added to Section 3-3.2.3 Mark-up:

“Contractor shall only apply the following mark-up: Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor the Contractor’s total mark-up is not to exceed 12%.

**Q. CONTROL OF MATERIALS:**

**4-1 MATERIALS AND WORKMANSHIP**

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the General Manager. If the Contractor fails to make such repair and replacement promptly, the General Manager may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the General Manager, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the IWVGA or to prevent interruption of operations of the IWVGA, the IWVGA will attempt to give the notice required by this article. If the Contractor cannot be

contacted or does not comply with the General Manager's request for correction within a reasonable time as determined by the General Manager, the IWVGA may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the General Manager in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the General Manager prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

4-1.4 Test of Materials. Except as elsewhere specified, the IWVGA will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the General Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

**R. LIQUIDATED DAMAGES:** Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the IWVGA. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the IWVGA, or the IWVGA may deduct from any payments due or to become due to Contractor, the sum of \$500.

Execution of the contract under these specifications shall constitute agreement by the IWVGA and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

**S. MEETING:** When and as directed by the General Manager or his/her designated agent, the Contractor shall attend all meetings that the General Manager deems necessary for the proper progress of work under this contract.

**T. UNDERGROUND SERVICE ALERT:** Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

**U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:**

**“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a

charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and

the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute

resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.”

#### **RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:**

##### **“20104. Application of article; provisions included in plans and specifications**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.”

##### **“20104.2. Claims; requirements; tort claims excluded**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.



(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

**“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

**“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

**X. EXAMINATION AND AUDIT:** All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the IWVGA and by the State Auditor, at the request of the IWVGA or as part of any audit of the IWVGA, for a period of three years after final payment under the Agreement.

**Y. DELAYS AND EXTENSIONS OF TIME**

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the General Manager in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the General Manager in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

**Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

## **2. PUBLIC CONVENIENCE AND SAFETY**

**A. GENERAL:** In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the General Manager may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the General Manager point out the inadequacy of warning and protective measures, such action on the part of the General Manager shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the IWVGA. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the General Manager with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the General Manager.

**B. UTILITIES:** It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations, and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility

markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the General Manager. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the General Manager. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

**C. LOCATION:** The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

**D. RELOCATION:** The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the General Manager, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the IWVGA or the owner of the utility to provide for removal or relocation of such utility facilities.

**E. DELAYS:** The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

**F. AIR POLLUTION CONTROL**

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

“The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution

control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

**G. WATER POLLUTION:** The Contractor shall comply with the requirements of the BLM Permit.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

**H. PROJECT APPEARANCE:** The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

**I. CONSTRUCTION YARD:** It shall be the Contractor's responsibility to comply with BLM Permit's requirements for storage sites for materials and equipment.

**J. SANITARY CONVENIENCE:** Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the General Manager, and the use of such facilities shall be strictly enforced by the Contractor.

**K. INSPECTION:** The General Manager, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the IWVGA for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the IWVGA designated by the General Manager. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the General Manager or his or her authorized agent when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the General Manager or his or her authorized agent and accepted or estimated for payment.

**L. RESPONSIBILITY OF THE IWVGA:** The IWVGA shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

**M. TRAFFIC AND ACCESS:** *The Contractor shall comply with BLM permit with respect to reasonable traffic and access to existing dirt roads.*

# TECHNICAL PROVISIONS

## INDIAN WELL VALLEY GROUNDWATER AUTHORITY

### ROSE VALLEY SUBFLOW MONITORING WELL CONSTRUCTION PROJECT

#### DOCUMENT 11200 MONITORING WELL CONSTRUCTION

#### **PART 1: GENERAL**

##### **1.01 GENERAL SUMMARY OF WORK**

- A. The work includes the furnishing of all materials, labor, equipment, tools, transportation, supplies, and services necessary for the complete and satisfactory drilling, construction, and development of one (1) groundwater monitoring well. The design is shown in Exhibit 1.
- B. The Contractor shall comply with the well permit requirements issued by the Inyo County, Environmental Health Department, included in Exhibit 2. If the Contractor does not have an existing well permit in their name, then the Contractor shall obtain a new well permit from the Inyo County, Environmental Health Department.
- C. The Contractor shall refer to the Bureau of Land Management (BLM) Permit included in Exhibit 3 for all construction related requirements. Prior to start of construction, the Contractor shall attend a meeting with BLM, Biologist and Geologist to review the Permit requirements. Note, well drilling must commence within 1 year of BLM Permit date (by 2/18/2023)
- D. The Contractor shall contain liquids and debris during operations, and following operations, clean the site of liquids, debris, soil cuttings, and trash as well as repair any damages caused by the operations. The Contractor shall refer to the BLM Permit for requirements.
- E. The Contractor shall collect geological and hydrological data for the Geologist/Hydrogeologist in accordance to the BLM Permit.

##### **1.02 SUBMITTALS**

- A. Contractor shall submit to the Geologist/Hydrogeologist their address, telephone numbers, and the name of the responsive person at the point of supply.

#### **PART 2: PRODUCTS**

##### **2.01 CONTRACTOR-FURNISHED MATERIALS**

- A. Monitoring Well Casing: Monitoring well casings shall be 4-inch diameter Schedule 80 PVC flush-threaded casings delivered to the site in factory-sealed bags and/or boxes.



- B. Monitoring Well Screen: Monitoring well screens shall be factory-slotted 4-inch diameter Schedule 80 PVC flush-threaded screens with 0.020-inch openings, or similar, delivered to the site in factory-sealed bags and/or boxes. Slot sizes may change based upon conditions encountered during drilling.
- C. Cement: All cement used during well construction shall conform to ASTM Standard C-150 entitled, "Standard Specifications for Portland Cement," Type II, or API Class "G" latest revisions. Water used for cement and grout mixtures shall be clean and of potable quality. Materials used as additives for Portland cement mixtures in the field shall meet the requirements, and latest revisions thereof, of ASTM Standard C-494 entitled, "Standard Specifications for Chemical Admixtures for Concrete."

Specifically, the grout seal for the monitoring well shall consist of cement-bentonite grout mixture consisting of no more than 5% powdered bentonite by weight mixed with cement (ASTM C150-95 Standard Specification for Portland cement). Approximately 9 gallons of water per sack of concrete shall be added.

- D. The grout slurry will be pumped down-hole under pressure through tremie pipes. Once the grout has reached a depth of 3 feet bgs, the grout seal will be allowed to settle and will be topped off as necessary before the surface completion is constructed.
- E. Bentonite Pellets: A bentonite pellet transition seal will be placed directly above the filter pack sand. The bentonite seal will be approximately 5 feet thick but no less than 3 feet thick, unless otherwise noted by the Geologist/Hydrogeologist. The bentonite pellets will consist of Baroid® ¼-inch diameter pellets, or Geologist/Hydrogeologist approved equal. The pellets will be hydrated with potable water in one-foot lifts and allowed to hydrate for 30 minutes prior to placement of the grout seal.
- F. Sand and/or Gravel: Gravel to be used in the filter pack interval shall be composed of durable, hard, sound, rounded, smooth, and uniform particles containing no clay, loam, mica, shale, silt, organic matter, or deleterious materials. Gravel shall be comprised primarily of siliceous material with calcareous material being limited to 5 percent by weight and thin, flat or elongated material (largest dimension exceeding 3 times smallest dimension) being limited to 2 percent by weight. It shall not contain any crushed rock and it shall not contain any iron or manganese in form or quantity that could adversely affect water quality. Gravel shall have an average specific gravity of not less than 2.5 with not more than 1 percent by weight having a specific gravity of 2.25 or less.

Sand/Gravel size and gradation shall be subject to change following examination of aquifer materials encountered during construction of pilot bore and examination of formation and geophysical logs of pilot bore. For the purpose of this proposal, #3 gradation filter pack sand will be used for the monitoring well filter packs. Unless otherwise determined, filter pack shall be well graded and shall have a uniformity coefficient (size of sieve that retains 40 percent of sample divided by size of sieve that retains 90 percent of sample) of 2.0 to 3.0 or as otherwise approved by the Geologist/Hydrogeologist. Gravel envelope shall be minimum 3 inches in thickness in the annular space around the well screen unless otherwise directed by the Geologist/Hydrogeologist.

- G. Surface Completion: Monitoring well head shall consist of stove pipe completion. A concrete pad with a minimum thickness of 4 inches shall be placed around the well casing

and extends a minimum of 2 feet laterally in all directions from the outside of the well boring. The concrete pad with 4 protective bollards must be sloped away from the well casing.

## **2.02 EQUIPMENT REQUIREMENTS**

- A. The Contractor shall furnish and operate a rig to set the conductor casings.
- B. All fuel, lubricating oil and all other necessary materials (support vehicles, water trucks, forklifts, and all other equipment necessary to perform the work) shall be provided by the Contractor. Contractor shall have secondary containment to prevent any oil dripping or spills onto the ground.
- C. The Contractor shall furnish all necessary discharge piping which shall be of sufficient size and length to conduct the water being pumped to the ground or location in accordance to the BLM Permit.
- D. The Contractor shall furnish, install, and maintain a discharge meter capable of directly reading instantaneous flow in gallons per minute and a totalizer for total pumpage, a gate valve, and a pressure gage.
- E. A sample port shall be provided at the pump discharge for collection of groundwater samples for analytical testing.
- F. All drilling fluid additives, pipe dope/lubricants shall be limited to non-hazardous materials.
- G. The Contractor shall provide coordination and access to completed borehole for performance of a downhole geophysical survey by a firm retained by the Geologist/Hydrogeologist.
- H. It shall be the Contractor's responsibility to provide any additional equipment necessary for development testing, including replacement equipment, unless otherwise noted herein.

## **PART 3: ENVIRONMENTAL AND SITE RESTRICTIONS**

### **3.01 UTILITY PROTECTION**

- A. The Contractor will confirm that there are no underground utilities at the site. This includes contacting Underground Service Alert of Southern California (a.k.a. DigAlert) at least ten (10) working days prior to beginning any digging or excavation work.

### **3.02 WILDLIFE AND ARBOREAL CONSIDERATIONS**

- A. The Contractor is to use existing dirt roads for ingress and egress to the well sites. No off road driving is permitted except where described within the construction footprint delineated in the attached BLM ROW agreement. The contractor is to inform the Geologist/Hydrogeologist if existing vegetation will likely interfere with the equipment or operations within the construction footprint, at least twenty (20) working days before starting the work.

### **3.03 SITE HAZARDS**

- A. Insects and/or other wildlife often nest on the property away from the drill site. The Contractor shall accept responsibility for avoiding the insects and/or wildlife and assumes responsibility for any potential bites or stings.

### **3.04 DISPOSAL OF DRILLING WASTES**

- A. Drilling cuttings and fluid shall be handled in accordance with the BLM Permit.

### **3.05 SANITATION**

- A. The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work.

### **3.06 FINAL WELL CLEANUP**

- A. The Contractor shall thoroughly clean the well site after completion of operations. All excess drilling fluids, gravel debris, trash, and other materials accumulated during the construction shall be removed and properly disposed of by the Contractor at an acceptable site. Soil cuttings to be spread on existing dirt roads. Mud pits to be covered with native soil. The Contractor shall repair any damage to property or facilities caused by its operations prior to final acceptance of the work. Any excavations shall be filled and compacted. Contractor to coordinate with on-site Geologist/Hydrogeologist so that the biologist can re-seed the construction site as necessary. BLM staff will confirm that the site is left in an acceptable condition..

## **PART 4: EXECUTION**

### **4.01 DRILLING WELL BOREHOLE**

- A. A hole, having a nominal diameter of 9 to 10-inches, shall be drilled from the bottom of the conductor casing to approximately 600 feet. The exact depth to which the hole shall be bored will be determined by the Geologist/Hydrogeologist. The Contractor shall take all measures necessary to protect the top portions of the bore from caving or raveling by installing a temporary conductor casing if necessary.
- B. In order to ensure the drilling of the bore to alignment specifications, the Contractor shall furnish and employ a self-checking mechanical drift indicator to measure hole deflection. Drift indications shall be taken at intervals of not more than 50-feet. The mechanical drift indicator shall be an Eastman Mechanical Drift Indicator available from the Eastman Oil Well Survey Engineer, or approved equal. A 3-degree indicator unit shall be used. The drift from vertical shall not be more than one-half of one (1°) degree. Any deviations greater than one-half of one (1°) degree shall be corrected by the Contractor at the Contractor's sole expense.
- C. The Contractor shall install the drilling mud discharge piping in such a manner that representative drill cuttings can be adequately sampled and collected. The sample collecting device shall secure cuttings which are representative of the strata passed through. The sample collecting device must be capable of collecting material ranging in size from gravel to clay. At each change of formation, and at 10-foot intervals, the Contractor shall coordinate with the on-site geologist collecting representative samples.
- D. During operation of the drilling of the hole, the Geologist/Hydrogeologist may have the Contractor stop and circulate and collect additional drill cutting samples. Upon completion of the hole, the Contractor shall condition the hole and drilling fluid for the running of geophysical logs as instructed by the Geologist/Hydrogeologist, and discussed below.
- E. During operation of the drilling of the hole, the Contractor shall log the speed of the drill through the material as a function of depth. If the drilling technique involves the use of drilling mud, the Contractor shall also log the mud weight used as a function of depth.
- F. A complete Lithologic drilling log and shift record of construction activities shall be prepared by driller for the Geologist/Hydrogeologist. Upon completion of each log, a copy shall be furnished to the Geologist/Hydrogeologist.

### **4.02 GEOPHYSICAL LOGS OF WELL BOREHOLE**

- A. A suite of geophysical borehole logs shall be run on the entire depth of the bore hole by a firm retained by the Geologist/Hydrogeologist. There will be no additional payment for either rig time or standby time while logging is being performed or while the Contractor is waiting on the geophysical logging subcontractor.
  - 1. Geophysical logging will be conducted before casing is installed.

- B. If the logging probe fails to descend to the desired depth, the Contractor, at its own expense, shall condition the hole to permit the logging probe to descend to the bottom of the hole. Standby time will not be paid for additional cleaning and conditioning of the hole to enable logging operations to proceed.

#### **4.03 INSTALLATION OF MONITORING WELL STRINGS**

- A. When the borehole and surveys have been completed to the satisfaction of the Geologist/Hydrogeologist, the Contractor shall prepare the borehole for casing installation, adding potable water if necessary to prevent heaving sands. The bore hole will not be drilled to bedrock, will not require backfilling, and will be completed to a depth of 600 feet bgs (for purposes of this bid; site conditions may complete the well at a shallower depth). Next, the Contractor shall install a string of blank and perforated PVC well casing. The well string shall include, from the top to bottom, the following, as shown on Exhibit 1 :
  - 1. 540 feet of 4-inch diameter Schedule 80 PVC casing,
  - 2. 40 feet of 4-inch diameter Schedule 80 PVC screen with 0.020-inch diameter slots and threaded end cap,
  - 3. 20 feet of 4-inch diameter Schedule 80 PVC casing as the sump.
- B. Actual depths and screen slot sizes will be determined by the Geologist/Hydrogeologist based on lithologies encountered during drilling and may vary from the above-mentioned quantities.
- C. The casing string shall be placed in the bore hole by approved methods in a manner that will insure no damage to the casing string during installation. The casing shall not be allowed to rest on the bottom of the bore hole and shall be kept in suspension until the filter pack has been installed. The casing shall be plumb and shall be centered in the hole. The casing shall be suspended in tension from the surface by the drill rig.
- D. If the casing should collapse prior to well completion, it shall be withdrawn and replaced at the Contractor's expense.
- E. All work required to be repaired or replaced and all additional materials, labor, and equipment required, shall be furnished at the expense of the Contractor and no claim for additional compensation shall be made or be allowed therefore, except as specifically provided herein.

#### **4.04 INSTALLATION OF FILTER PACK**

- A. Prior to placement of the filter pack the Contractor shall circulate the drilling fluid in order to remove all solids from the completion fluid in preparation for the installation of the filter pack. The drilling fluid shall be thinned with clean water in accordance with the instructions of the Geologist/Hydrogeologist.
- B. The filter pack material shall be natural, hard, water worn, well rounded and washed clean of all clay, silt, and foreign material. Mechanically crushed rock will not be acceptable.
- C. If damage occurs to the well screen during construction, it shall be repaired to the satisfaction of the Geologist/Hydrogeologist, and no additional payment made therefore.
- D. The top of the filter pack material shall be tagged frequently to verify the level of the material in the annular space and the Contractor shall record the addition of filter pack material versus time in order to calculate actual borehole volume. This method will ensure the proper placement of the filter pack material, while simultaneously washing sand, silt, and drilling additives from the filter pack material as it is being placed in the annulus.
- E. The entire screen(s) interval shall be swabbed using swab no more than 1/8-inch smaller than the inside diameter of the well casing and screen for a minimum period of 20 minutes, or until no further subsidence of the filter pack is measured. The filter pack sand will be topped off, as needed, to bring the top of the filter pack to the level specified by the Geologist/Hydrogeologist.

- F. A five (5) foot thick layer of #60 transition sand shall be installed atop the gravel pack, followed by placement of a twenty (20) foot thick bentonite pellet seal, and a cement grout seal to the ground surface (refer to Exhibit 1). The depths of these annular materials will be determined by the Geologist/Hydrogeologist and will be based on the geologic conditions encountered and the results of any depth-discrete groundwater samples collected.

#### **4.05 CEMENT-BENTONITE GROUT SEAL**

- A. Following hydration of the bentonite transition seal, the annular space between the casing and the bore hole wall shall then be filled with cement-bentonite grout from the top of gravel pack to the ground surface. The Contractor shall record and keep track of the volume of grout used in the boring.

#### **4.06 WELL DEVELOPMENT**

- A. No sooner than 24 hours after completion of grouting, the well shall be developed using a combination of swabbing, bailing and pumping methods.
  - 1. The time required for development swabbing, surging and bailing, and pumping will be recorded by the hour with one-half ( $\frac{1}{2}$ ) hour intervals as the smallest unit of time credited to the Contractor. Fractions of an hour less than one-half ( $\frac{1}{2}$ ) hour but exceeding one-quarter ( $\frac{1}{4}$ ) hour will be considered to be one-half ( $\frac{1}{2}$ ) hour. The time to be recorded (i.e., billed) for the well development, pumping, and production testing shall commence when the equipment is installed in the well and is placed in operation and shall end when development pumping or testing is stopped at the direction of the Geologist/Hydrogeologist. Payment will be made at the Contract Unit Price per hour for development or testing of the well.
  - 2. No time will be recorded for delays resulting from
    - a. Equipment stuck in the hole;
    - b. Equipment breakdown
    - c. Setup of major drilling, pumping, or testing apparatus;
    - d. Failure to conduct the operation in a diligent and workmanlike manner by which the desired results could ordinarily be expected.
- B. The Contractor shall provide all equipment necessary to perform the well development.
- C. Prior to development the pump shall be decontaminated using a hot steam cleaner. In addition, the pump shall be cleaned using a non-phosphate detergent followed by a potable water rinse.
- D. The well shall first be swabbed and bailed to remove any sediment from the well. Once the well is no longer producing sediment, the well will be pumped using a submersible pump until the discharge water is visibly free of turbidity and the water quality parameters (pH, turbidity, specific conductance) have stabilized. The pump shall be raised and lowered across the entire screen interval of each well during development. Following the completion of well development pumping, a groundwater sample shall be collected from the sample port of the development pump by the Geologist/Hydrogeologist.
- E. The Contractor shall keep a record of all pumping rates (capacity) and drawdown information during the well development process.
- F. The Contractor shall follow the water discharge requirements in accordance with the BLM Permit.

#### **4.07 WELL CLEANING**

- A. Upon completion of the well tests, the Contractor shall remove by bailing, sand pumping or other methods, any sand, rocks or other foreign materials that are present in the well.

#### **4.08 SURFACE COMPLETIONS**

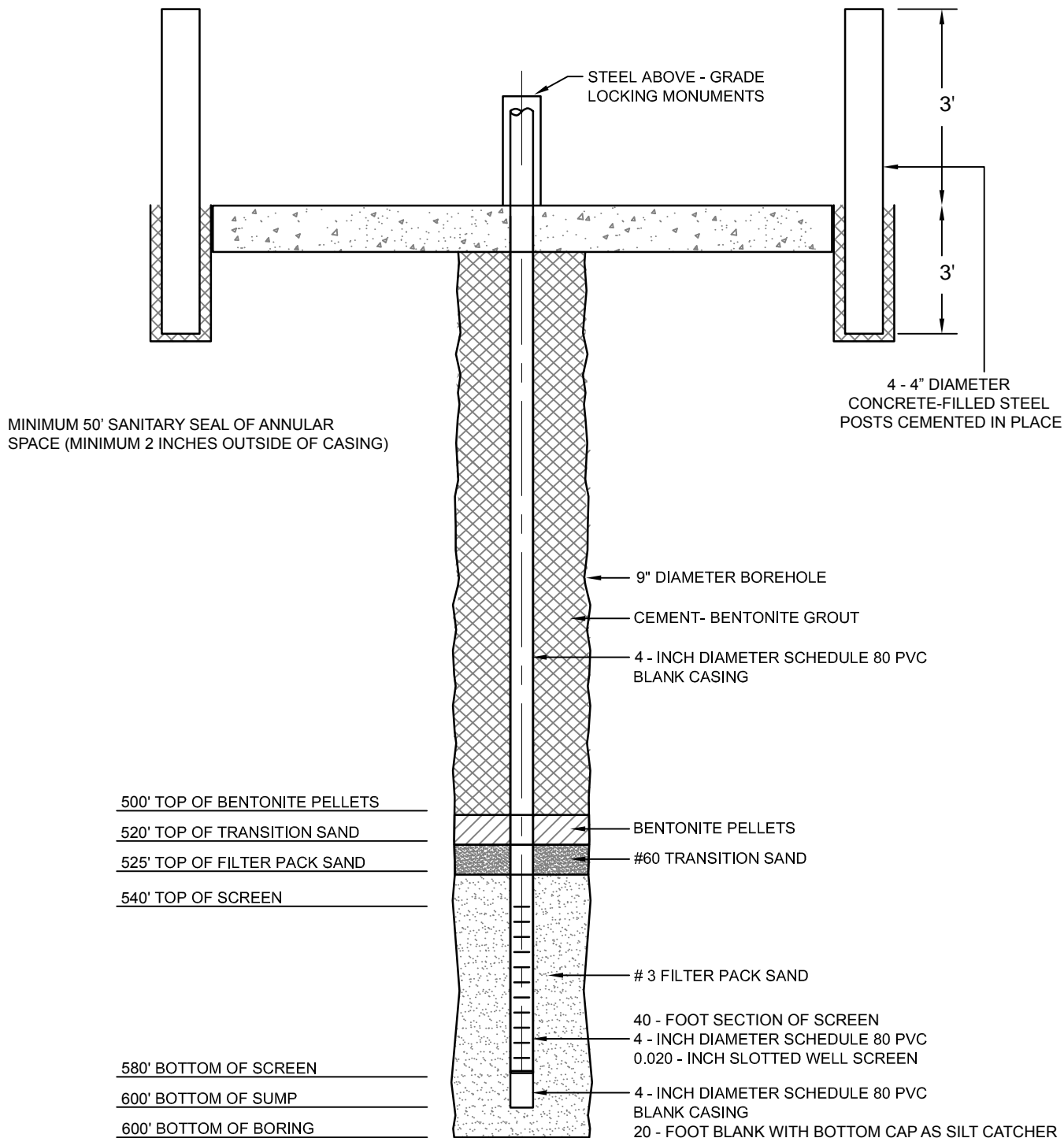
- A. Monitoring well head shall consist of stove pipe completion. A concrete pad with a minimum thickness of 4 inches shall be placed around the well casing and extends a minimum of 2 feet laterally in all directions from the outside of the well boring. The concrete pad with 4 protective bollards must be sloped away from the well casing.

**4.09 WELL COMPLETION REPORT**

- A. The Contractor shall complete all reports required by the State of California Department of Water Resources and County of Inyokern and shall furnish the Geologist/Hydrogeologist with three (3) copies of said report.

EXHIBIT 1

**CONSTRUCTION DRAWING**



NOTE:  
NOT TO SCALE.

NOTE: Final drill depth determined in field by Geologist/Hydrogeologist.  
Final construction details finalized after logging and Geologist/Hydrogeologist approval.



**ROSE VALLEY SUBFLOW (RVS) MONITORING WELL  
COMPLETION DIAGRAM**



EXHIBIT 2

**INYO COUNTY  
ENVIRONMENTAL HEALTH DEPARTMENT  
WELL PERMIT REQUIREMENTS**



# COUNTY OF INYO

## ENVIRONMENTAL HEALTH DEPARTMENT

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April 8, 2022

Indian Wells Valley Groundwater Authority  
C/o Jean Moran, Stetson Engineering of Carlsbad

P.O. Box 1329  
Ridgecrest, CA 93555

**RE: Monitoring Well Construction Conditions for Permit Applications IC22-008W and IC22-009W**

Dear Jean Moran,

This letter is to inform you of the additional permit conditions in place for Well Permit Application numbers IC22-008W and IC22-009W. In addition to the terms listed on each permit, the following conditions must also be met:

1. All work must be conducted in accordance with the agreed-upon terms and conditions as specified in Right-of-Way Temporary Use Permit number CACA-059234.
2. No appurtenances that could be used for the extraction of groundwater shall be installed following the completion of each monitoring well construction without the written permission of all applicable agencies.
3. An authorized representative of the Inyo County Environmental Health Department must be present to witness the construction of the sanitary annular seal and concrete surface slab for each monitoring well.

If you have any questions or concerns regarding any aspect of this project, please do not hesitate to contact me.

Sincerely,

Sarah Petersen, REHS

cc: John-Carl Vallejo, Inyo County Counsel via email at [jvallejo@inyocounty.us](mailto:jvallejo@inyocounty.us)  
Aaron Steinwand, Inyo County Water Department via email at [asteinwand@inyocounty.us](mailto:asteinwand@inyocounty.us)  
April Keigwin, Indian Wells Valley Groundwater Authority via email at [akeigwin@rgs.ca.gov](mailto:akeigwin@rgs.ca.gov)  
Ron Garrison, Garrison Brothers Well Service via email at [garrison35@gmail.com](mailto:garrison35@gmail.com)  
Carl Symons, Bureau of Land Management, Ridgecrest Field Office via mail at [BLM\\_CA\\_Web\\_RI@blm.gov](mailto:BLM_CA_Web_RI@blm.gov)

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Phone (760) 878-0238 • Fax (760) 878-0239  
P.O. Box 427, Independence, CA 93526

<https://www.inyocounty.us/services/environmental-health>

INYO COUNTY ENVIRONMENTAL HEALTH SERVICES

ORIGINAL

P. O. Box 427, Independence, CA 93526  
(760) 878-0238 • Fax (760) 878-0239

www.inyocounty.us/environmentalhealth

207 W. South Street, Bishop, CA 93514  
(760) 873-7886 • Fax (760) 873-3236

WELL PERMIT APPLICATION

Permit No. IC 22-008W

|  |   |   |
|--|---|---|
| <b>TYPE OF WORK (Check)</b><br>New Well <input checked="" type="checkbox"/><br>Repair or Modification <input type="checkbox"/><br>Destruction <input type="checkbox"/> | <b>USE (Check)</b><br>Domestic <input type="checkbox"/> Test Well <input type="checkbox"/><br>Irrigation <input type="checkbox"/> Municipal <input type="checkbox"/><br>Monitoring <input checked="" type="checkbox"/> Other <input type="checkbox"/> | <b>EQUIPMENT (Check)</b><br>Rotary <input checked="" type="checkbox"/><br>Cable Tool <input type="checkbox"/><br>Other <input type="checkbox"/> |
|--|---|---|

|   |  |
|---|--|
| <b>PROPOSED WELL DEPTH</b><br><u>600</u> Feet | <b>PROPOSED CASING</b><br>Steel <input type="checkbox"/> Other <u>PVC</u> Diameter <u>4.5</u> Wall or Gage <u>SDR-17</u> |
|---|--|

|   |   |
|---|---|
| <b>PROPOSED SEALING ZONE</b><br>From <u>0</u> to <u>25</u> Feet | <b>SEALING MATERIAL (Check)</b><br>Neat Cement <input type="checkbox"/> Bentonite Clay <input type="checkbox"/><br>Cement Grout <input type="checkbox"/> Concrete <input checked="" type="checkbox"/> |
|---|---|

|  |  |
|--|--|
| <b>PHYSICAL SITE ADDRESS:</b><br>Southern Inyo County<br><br><b>ASSESSOR'S PARCEL NO.</b> 037-150-BLM<br>GPS 35.885179 -117.887004 | <b>DATE OF WORK</b><br>Start <u>03/28/2022</u><br>Completion <u>04/10/2022</u> |
|--|--|

|  |  |
|--|--|
| <b>NAME OF WELL OWNER:</b> Indian Well's Valley GSA<br>Stetson Engineering Of Carlsbad CA 92008 - Jean Moran<br><br><b>MAILING ADDRESS:</b> April Keigwin<br>PO BOX 1329, Ridgecrest CA 93555<br><br><b>EMAIL ADDRESS:</b> Akeigwin@rgs.ca.gov | <b>NAME OF WELL DRILLER:</b> Garrison Brothers Well Services<br><br><b>BUSINESS ADDRESS:</b> 1621 North Jacobs Drive<br>Ridgecrest CA 93555<br><br><b>PHONE NUMBER:</b> 760-265-7205 |
|--|--|

(FOR OFFICE USE ONLY)  
DISPOSITION OF APPLICATION

APPROVED  DENIED

APPROVED WITH CONDITIONS LISTED:

Minimum 20 ft. seal of annular space (minimum 2 inches) is required and must be witnessed by Inyo County Environmental Health Services. Call for inspection.

A concrete pad shall be placed around the well casing that extends at least two feet laterally in all directions from the outside of the well boring and is a minimum of 4 inches thick. The pad must be sloped away from the well casing.

Well driller's log shall be submitted to Inyo County Environmental Health Services within 30 days of completion of the well.

See attached letter for additional permit conditions.

Inyo County Environmental Health Services recommends that an acceptable bacteriological sample be obtained after the well is completed.

C-57 LICENSE NUMBER: 673398

Cash Deposit   
Bond Posted

\$ \_\_\_\_\_ Fee paid on \_\_\_\_\_ Receipt No. \_\_\_\_\_

I hereby agree to comply with all regulations of the Department of Environmental Health Services and with all ordinances and laws of Inyo County and of the State of California pertaining to well construction, repair, modification and destruction at the time of commencement of work.

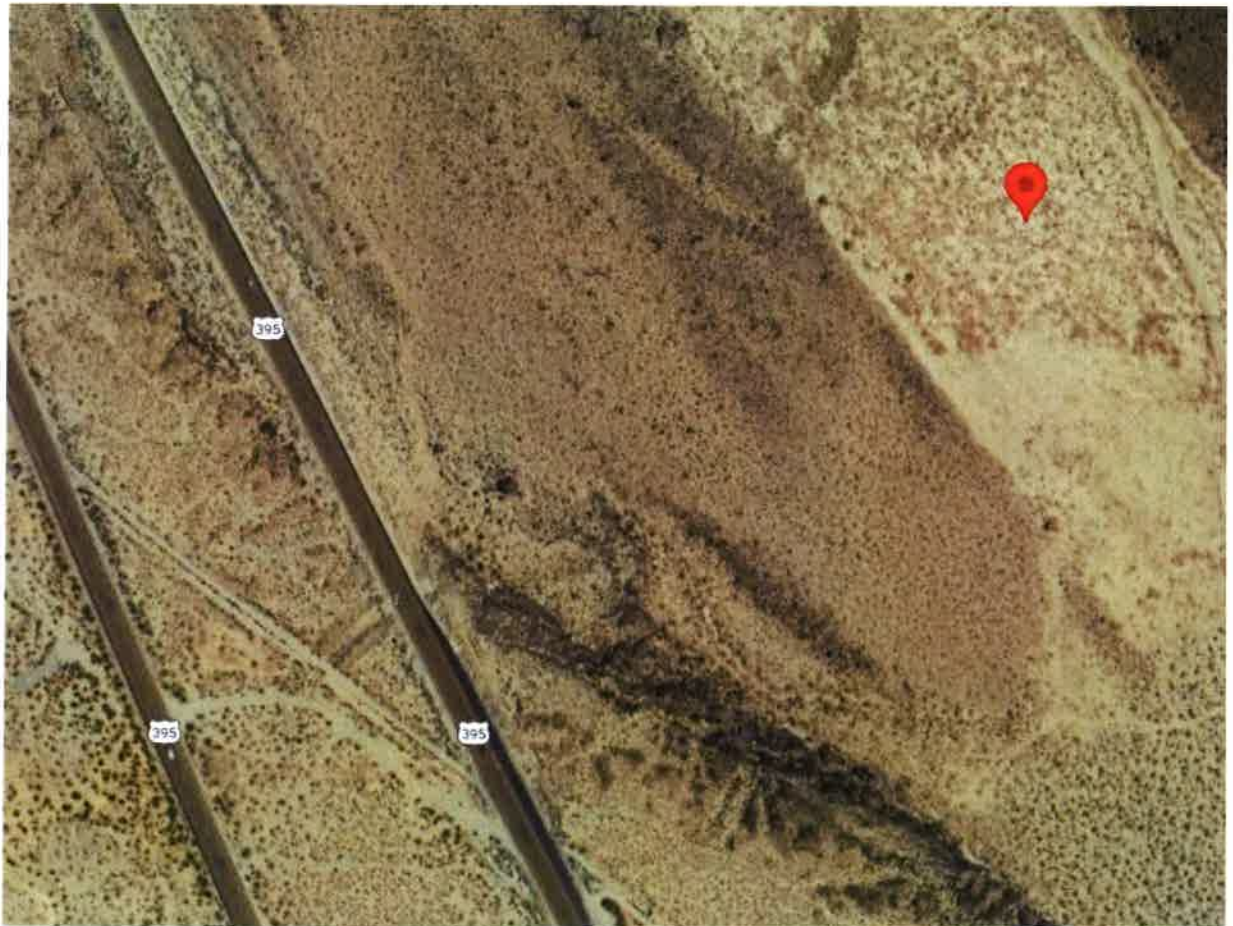
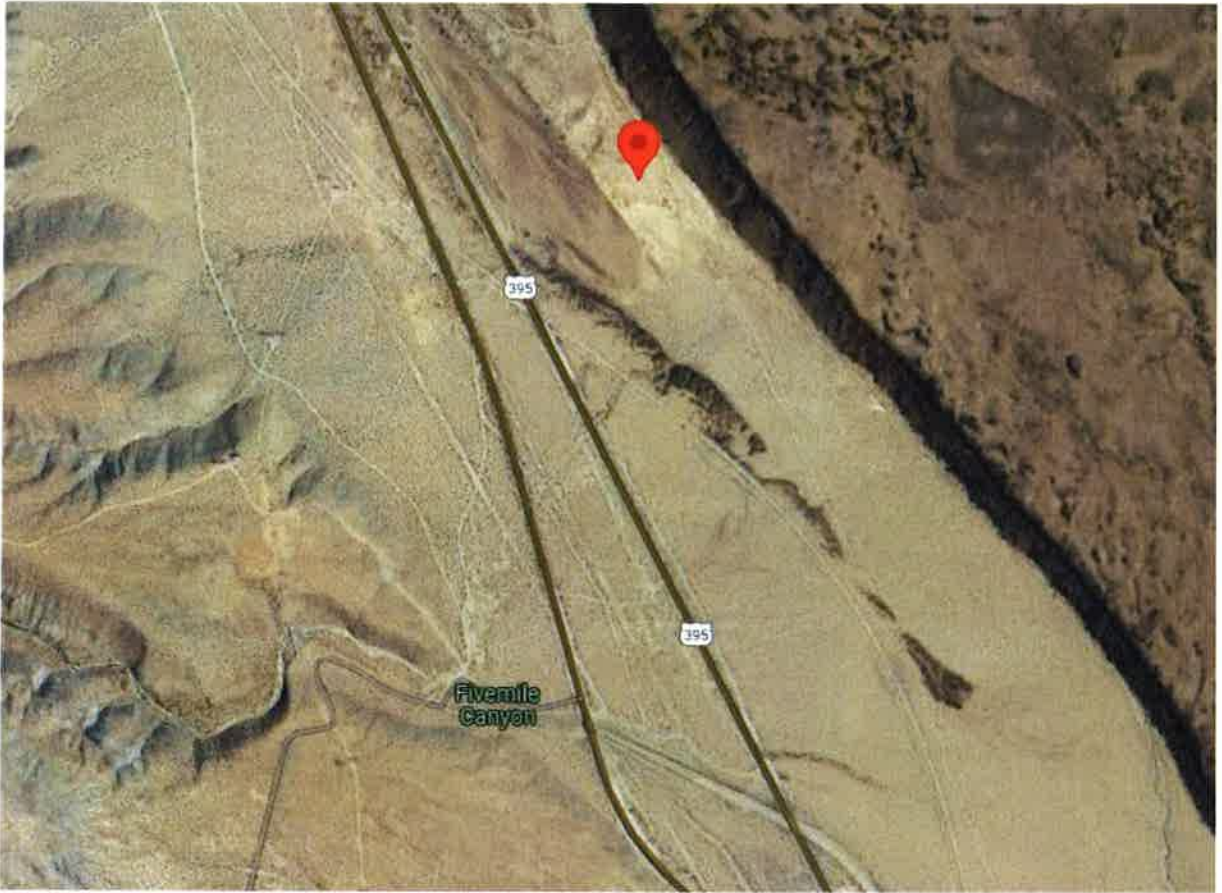
This permit will be valid one year from date of site approval.

Ron Garrison  
LICENSED WELL DRILLER'S SIGNATURE

03/15/2022  
DATE

|   |                   |
|---|-------------------|
| <u>Samuel Peterson</u>                    | <u>04/11/2022</u> |
| Site Approval/Permit Application Approval | Date              |
| Construction Inspection                   | Date              |
| Final Approval                            | Date              |

APN: 037-150-BLM, 35.885179, -117.887004





## Contractor's License Detail for License # 673398

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/15/2022 3:51:28 PM

### Business Information

GARRISON BROTHERS WELL SERVICE  
1621 NORTH JACOBS DR  
RIDGECREST, CA 93555  
Business Phone Number:(760) 265-7205

**Entity** Sole Ownership  
**Issue Date** 06/23/1993  
**Expire Date** 09/30/2022

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

- ▶ **B - GENERAL BUILDING**
- ▶ **C57 - WELL DRILLING**
- ▶ **C-61 / D21 - MACHINERY AND PUMPS**

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with [SURETEC INSURANCE COMPANY](#),

**Bond Number:** 478373

**Bond Amount:** \$15,000

**Effective Date:** 09/01/2021

[Contractor's Bond History](#)

### Workers' Compensation

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)

**Policy Number:** 9108799

**Effective Date:** 08/01/2014

**Cancellation Date:** 04/14/2022

[Workers' Compensation History](#)

EXHIBIT 3

**BUREAU OF LAND RECLAMATION (BLM)  
PERMIT**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

**SERIAL NUMBER CACA-059234**

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1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).
2. Nature of Interest:

- a. By this instrument, the holder:

Indian Well Valley Water  
Groundwater Authority  
PO Box 1329  
Ridgecrest, CA

receives a right to access, construct, operate, maintain, terminate, and reclaim two monitoring wells, on the public lands described as follows:

**State of California**  
**County of Inyo**  
**Mount Diablo Meridian**

Township 23 S., Range 38E.  
Section 32, SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ .  
Well, RVS north  
Longitude 35.897186 Latitude -117.897289

Township 24 S., Range 38E.  
Section 05, NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ .  
Well, RVS mid  
Longitude 35.885179 Latitude -117.887004

- b. The right-of-way work area granted herein for two wells site each 100 feet in length and 100 feet in width containing approximately .23 acres for each site for an approximate total acreage of .46 acres.
- c. The attached Plan of Development and maps (Appendix A-Plan of Development, Appendix B-BLM, Avoidance and Minimization Measures, and Appendix C-

Applicant recommended Mitigation Measures) are set forth in its entirety and incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

- d. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant
- e. This instrument shall terminate on December 31, 2051, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- f. This instrument may be renewed 120 days prior to expiration. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- g. The Holder shall perform all operations in a good and workman like manner to ensure protection of the environment and the health and safety of the public.
- h. Construction site shall be always maintained in a sanitary condition: waste materials at the site shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded mater including, but not limited to, human waste, trash, garbage, refuse, oil, or petroleum products.
- i. Access to each site will only be on well-established roads. Public access shall not be blocked, and no cross-country travel is permitted. Construction shall not exceed at 20 MPH speed to reduce the fugitive dust.
- j. A litter policing program shall be implemented to include trash, Micro trash all none trash (food and candy bar wrappers) shall be placed in a Raven proof container. All work-related material will be placed in different container and removed from the site to an approved land fill location.
- k. The holder shall conduct all activities associated with the construction, operation, maintenance, termination, and reclamation of the right-of-way within the authorized limits of the right-of-way.
- l. Particulate Matter 10 (PM10) may not exceed the California state standard. If the fugitive dust exceeds this requirement the applicant will have to water the road more frequently to reduce the dust. The site is located in a nonobtainable Particulate Matter area of Kern County.



- m. A Biologist will be on site during all activities and apply Mitigation Measures of appendix B and C, for each well location for IWVGA to Study Rose Valley Sub flow.
- n. Drill cuttings (approximately 17 cubic yards/600-foot boring) removed from the borehole will be spread and compacted onto nearby existing dirt roads.
- o. Drilling fluid (mud) will be poured into a 4-ft. wide X 10-ft. long X 5-feet deep trench. The pit that will be filled and topped with native topsoil previously cleared from the site for reclaiming the mud.
- p. Water Release will be from 1,000 to 2,400 gallons (2 to 5 gpm intermittently for 8 hours at each well. The water discharged from drilling will be discharged onto a 6-mil Visqueen polyethylene plastic. Water flow will be slowed by placing two lines of waddles before it reached the discharge point and monitored by a biologist.
- q. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If equipment creates ruts in excess of 3-inches deep, the soil shall be deemed too wet to adequately support construction equipment.
- r. The Holder shall be responsible for noxious weed control on disturbed areas within the limits of the right-of-way. The Holder is responsible to pressure wash all vehicles and equipment entering the project area.
- s. Each site will protect with yellow painted Bollards and have night reflector for public safety.
- t. Before Demobilization, before all equipment leaves the site contact Paul Rodriguez (760 38405455) for a site joint site inspection.

3. **Rental:**

Exempt per 43 CFR 2806.14(b).

4. **Terms and Conditions:**

- a. This grant or permit is issued subject to the holder's compliance with all Federal, State, County and Municipal laws to include all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. The Holder shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, the Holder agrees to indemnify and hold harmless, within the limits, if any,

established by state law (as state law exists on the effective date of the right-of-way/lease), the United States against any liability arising from the Holder's use or occupancy of the right-of way/lease area, regardless of whether the Holder has actually developed or caused development to occur on the right-of-way/lease area, from the time of the issuance of this right-of-way to the Holder, and during the term of this right-of-way. This agreement to indemnify and hold harmless the United States against any liability arising from Holder's use or occupancy of the right-of way area shall apply without regard to whether the liability is caused by the Holder, its agents, contractors, or third parties. If the liability is caused by third parties, the Holder will pursue legal remedies against such third parties, as if the Holder were the fee owner of the right-of-way/lease area.

Notwithstanding any limits to the Holder's ability to indemnify and hold harmless the United States which may exist under state law, the Holder agrees to bear all responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from the Holder's use or occupancy of the right-of way/lease area, regardless of whether the Holder has actually developed or caused development to occur on the right-of-way/lease area, from the time of the issuance of this right-of-way/lease to the Holder, and during the term of this right-of-way.

- c. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- d. The holder shall perform all operations in a good and workmanlike manner to ensure protection of the environment and the health and safety of the public.
- e. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer.
- f. Holder shall provide a copy of the ROW grant and stipulations to all subcontracts. The ROW grant with stipulations, and Map will always be maintained at the construction site .
- g. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

- h. The Holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the Holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The Holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.
- i. Every reasonable effort will be made to prevent, control, or suppress any fire in the operation area. Uncontrolled fires must be immediately reported to the BLM Fire Dispatch (909) 385-5594.
- j. No hazardous material, substance, or hazardous waste, (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, *et seq.*, or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*) shall be used, produced, transported, released, disposed of, or stored within the right-of-way/lease area at any time by the Holder. The Holder shall immediately report any release of hazardous substances (leaks, spills, etc.), caused by the Holder or third parties, in excess of the reportable quantity as required by federal, state, or local laws and regulations. A copy of any report required or requested by any federal, state or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer, as defined by the laws referenced above, concurrent with the filing of the reports to the involved federal, state or local government agency.

The Holder shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the right-of-way/lease area, potentially affecting the right-of-way/lease area, of which the Holder is aware.

As required by law, Holder shall have responsibility for and shall take all action(s) necessary to fully remediate and address the hazardous substance(s) on or emanating from the right-of way/lease area (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent or unrelated third parties.


- k. Upon grant termination the applicant will notify the authorized officer for a joint on-site visit for reclamation. All improvements shall be removed from the public lands within 120 days or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

IN WITNESS WHEREOF, the undersigned agrees to the terms and conditions of this right-of-way grant or permit.

  
\_\_\_\_\_  
(Signature of Holder)

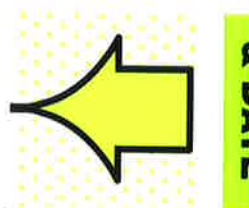
GENERAL MANAGER  
\_\_\_\_\_  
(Title)

7-26-21  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
FOR Carl B. Symons  
Field Manager

Associate Field Manager  
\_\_\_\_\_  
(Title)

7/26/2021  
\_\_\_\_\_  
(Date)



The final project on BLM land includes installation of two monitoring wells to measure the subsurface hydraulic gradient into the northwestern portion of Indian Wells Valley (I WV) groundwater basin. These scientific data will provide estimated subflow into the groundwater aquifer for evaluating the water resources within I WV. The proposed monitoring wells are placed along a north-south transect, with the northernmost location about 3 miles south of Little Lake to the southernmost location about 4 miles south of Little Lake (Section 8). Site visits were conducted on February 27, 2021 with Paul Rodriguez (BLM real estate staff); and on March 4, 2021 Garrison Drilling (Ron Garrison and Art Champeny) and Russell Kokx (biologist) to determine well locations, drilling footprints, and estimate of the length of time required at each well site. The well sites are identified as RVS-north, RVS-mid, and RVS-south.

The work area requested at each site is approximately 100 feet by 100 feet. The three sites were chosen primarily to occupy preexisting denuded areas to minimize habitat impact. The primary roads utilized to transport equipment and materials to the site will be Highway 395, and existing dirt and gravel county and federal roads east of Highway 395.

Overall, the same construction process will be followed at each well site, and only one well site will be occupied at a time. It is estimated that active drilling and well construction will take one to two weeks at each site depending on the subsurface encountered beneath each site. The information obtained from the first well will determine the timing of the mobilization to the second and third well sites. Well drilling and construction processes will include:

- biologist initial site survey verifies no nesting birds or other fauna are within the work area
- selectively clear areas within the site's footprint for equipment based on biologist's flagged areas, collecting top soil (native seed bank) to put back on cleared areas at completion of drilling
- mobilize mud rotary drill rig and ancillary equipment to monitoring well site
- drill borehole to approximately 600 feet
- collect geophysical data
- install casing and construct a groundwater monitoring well
- install protective locking stovepipe with bollards
- develop the well and sample water quality

Initial site survey will be performed by a biologist to verify that no nesting birds or other fauna will be impacted by the drilling activities. If nesting birds are located, the schedule will be postponed until the site is available for field work.

Site Preparation for drilling activities will include (1) avoidance of existing mature vegetation where possible, (2) protection of on-site sensitive areas identified by biologist, (3) crush existing vegetation where necessary, and (4) clearing minimal area for drilling. Top soil (native seed bank) will be collected in areas that are cleared for subsequent replacement following completion of drilling activities. These activities will be completed under biologist monitoring to avoid habitat impact.

Water used during drilling operations will be supplied from the driller's work yard in Inyokern. The water will be trucked to the site, as needed.

Drill cuttings (approximately 17 cubic yards/600-foot boring) removed from the borehole will be spread and compacted onto nearby existing dirt roads. The drill cuttings of the subsurface formation are estimated to be comprised of volcanic rock and alluvium.

Drilling fluid (mud) will be circulated through a temporary mud pit constructed at the project site. At the completion of drilling, the pit will be filled and topped with native topsoil previously cleared from the site. The temporary pit provides for a smaller overall equipment footprint and minimizes impact to local vegetation.

After each well is constructed, it will be developed using industry-standard methods, including bailing, surging-and-swabbing, and pumping. The initial fluid produced by each well will include clay, silt, and sand. This development water will progressively and rapidly become clean (low turbidity); the objective is to pump native formation water through the well so that the well perforations are in good communication with the subsurface formation, so that subsequent groundwater level measurements and groundwater quality samples are representative of ambient conditions.

Native groundwater produced during well development will be released onto the ground and directed to flow into natural drainages at each site. Hay waddles will be used as necessary to avoid erosion. The estimated volume of water that will be produced from the wells is roughly approximated to be 1,000 to 2,400 gallons (2 to 5 gpm intermittently for 8 hours) at each well site. A biologist will monitor this activity to ensure that the addition of water does not affect any endangered species at each drilling site. Discharge of native water to the ground will benefit the surrounding vegetation in a critically overdrafted basin.

Locking stovepipe riser will be installed to enclose the monitoring well casing. A cement pad and vertical bollards (posts) will be installed to protect the well and painted yellow with reflectors for visibility.

Driving on dirt roads will be limited to 20 mph to avoid creating dust and limit any potential for hitting a tortoise or other fauna on the dirt roads.

#### Permitting

The amount of time that IWW Groundwater Authority would need access to the site is for the useful life of the monitoring wells or a minimum of 20 years.

A well permit will be obtained from the Inyo County prior to the start of drilling.

USA DigAlert will be notified for clearance of underground utilities prior to commencing work.

#### Timeline

Mobilization to the site is expected during fall 2021 to winter 2021/2022. Drilling and well construction are expected to conclude before the end of February 2022. An updated schedule will be provided to BLM staff at least two weeks prior to mobilizing to the first well site.

Item 8. Site maps.

The two proposed monitoring well sites are located on the east side of Highway 395 between Little Lake to the north and Pearsonville CA to the south. The only access to these three well sites is on existing dirt roads off the east side of Highway 395.

| <u>Monitoring Well</u> | <u>latitude</u> | <u>longitude</u> |          | <u>T/R-S</u> |
|------------------------|-----------------|------------------|----------|--------------|
| RVS-north              | 35.897186       | -117.897289      | proposed | 23S/38S-32B  |
| RVS-mid                | 35.885179       | -117.887004      | proposed | 24S/38E-05B  |



Site 1: RVS-north proposed monitoring well location  
Dirt access road off of northbound Highway 395



Site 1: RVS-north proposed monitoring well location supplies





Site 2: RVS-mid proposed monitoring well location. Dirt road SE109 access from Hwy 395



Site 2: Distance from RVS-mid to Navy fence line



Site 2: RVS-mid proposed monitoring well location supplies



## AVOIDANCE AND MINIMIZATION REQUIREMENTS

### **Bureau of Land Management's General Bio Stipulations:**

1. -BLM is requesting a Biological Site Monitor be onsite during any ground disturbing activities to ensure sensitive resources are marked and avoided.
2. Any tortoise, burrowing owl, meso-mammal, and ground squirrel burrow/burrow complexes must be marked for avoidance and remove flags upon completion.
3. All animal burrows should be avoided to the greatest extent possible.
4. Project activities shall primarily take place on existing roads, parking/staging sites, and denuded areas.
5. -If avoidance of vegetation is not possible, shrubs should be crushed rather than bladed.
6. Construction equipment and vehicles should be washed off prior to ingress onto BLM lands to minimize spread of invasive seeds
7. If avoidance of vegetation is not possible, per the CA Desert Native Plants Act, all Yucca and Cactus species must be avoided or if avoidance is not possible, must be moved and replanted per Biologist guidelines.

### **Tortoise Stipulations:**

1. Prior to beginning work at the project site, all workers engaged in activities for this project will be educated by the Biologist about the desert tortoise, including awareness on its legal status, habitat requirements, activity patterns, and avoidance measures.
2. A biological monitor must be on-site and actively monitoring for desert tortoise ahead of any vehicles or other equipment that may cause surface disturbance.
3. It is preferable that work occur during the general inactive season for tortoises (generally November-mid March).
4. Only USFWS Authorized Biologists may handle desert tortoises. If a desert tortoise is found on-site, all activity that may harm or kill the desert tortoise must cease until the desert tortoise leaves on its own accord. Avoidance measures include only using established roads, walking on trails when possible, and avoiding walking on burrows.

5. When traveling on designated routes, a 20-mph speed limit will be enforced, and drivers will exercise care to observe and avoid desert tortoise.
6. Workers must check under their vehicles and equipment prior to moving/using them
7. All trash and food items shall be promptly contained within closed, raven-proof containers or placed out of sight in vehicles with closed windows.
8. Soil disturbance will be minimized when possible.
9. No holes/trenches should be left open or unfenced overnight or unobserved. Trenches shall be cleared of wildlife prior to closing.
10. Existing roads, parking/staging sites, and denuded areas within the project site shall be utilized when possible for stockpiling of dirt, parking vehicles, and storing equipment.

## CACA-059234 Recommended Mitigation Measures

### Installation of Two Monitoring Wells for IWVGA to Study Rose Valley Subflow

- **Worker Environmental Awareness Program (WEAP) Presentation:** All construction crew and associated staff that work or visit any of the drill locations shall have Desert Tortoise Awareness Training prior to construction activities.
- **Nesting Bird Surveys:** Within the nesting bird season three days prior to the commencement of construction activities a nesting bird survey should be conducted. If any active nest of bird species covered by the Migratory Bird Species Act (MBTA) are detected a buffer area will be implemented based on the recommended area for the specific species detected. If the construction activity area is within the buffer area construction will be postponed until the birds have successfully fledged.
- **Pre-activity Surveys/Biological Monitoring:** Prior to ground disturbing activities a biological monitor will sweep the area for special status species. Once the monitor has cleared the area vehicles can be staged with a monitor present.
- **Equipment Staging and Construction Related Impacts.** All overland travel and impacts should be drive and crush only to maintain the existing seed pool. Any brush remnants displaced shall be spread over the site when drilling activities are completed. All construction vehicles should travel on existing roads and minimize off road travel as much as possible vehicles should make an effort to remain on the road and the disturbed area.
- **Fencing/Monitoring** If construction/drilling activities take place during the desert tortoise activity period Mid March to the end of October a temporary desert tortoise fencing or a full time Desert tortoise monitor is recommended for RVS North. Silt fencing can be installed around the drill site location and buried three to four inches. A gate can be fashioned with the same material. RVS Mid has only a low potential for desert tortoise but either temporary desert tortoise fencing or periodic surveys should be implemented.
- **Access Roads** Speed limits No more than 10 MPH on the access roads in the immediate project areas. Vehicles should be inspected underneath after being parked on site and prior to travel to insure that no wildlife is present beneath the vehicles.
- **Vehicle and Equipment Checks:** Construction personnel must check underneath parked vehicles, equipment, and materials for desert tortoise prior to attempting to move the vehicles, equipment, and/or materials stationed outside of desert tortoise exclusion fencing areas.
- **Post Construction** The contractor will return any necessary off-road travel disturbance to original micro-topography. At the completion of the drilling, the contractors will backfill or cover the excavated hole and utilizing native soil and plant cuttings, and restore the ground surface to original condition. If excess cuttings are present at the completion of backfilling, the excess soil shall be spread on the access roads by the contractor
- **Excavations:** Crews must cover all holes and trenches at the end of each day to prevent wildlife from becoming trapped. Crews should look in holes that have been covered to ensure nothing has fallen in overnight. If wildlife has become trapped and the crew is unable to safely remove it, please contact the project Biologist.

- **Trash:** All trash must be stored in raven-proof bins and removed from the jobsite daily and all construction debris must be removed at the end of the job.
- **Protected Wildlife and Plants:** Field crews **must not** touch or pick up a desert tortoise, nor touch, harm, or collect any other protected species. It is against the law to touch, harm, harass, or collect desert tortoises. If you encounter a desert tortoise at the job site, please contact the on-site Biologist as soon as possible for further guidance. No handling of protected wildlife is allowed. If a desert tortoise is present on a site, work **MUST** wait until the animal leaves of its own volition.
- **Waterways:** All debris (i.e., spoils) and equipment **MUST** be kept from entering waterways, such as desert washes. Only clean water may be allowed to enter natural drainages. Waterways are protected by State and federal regulations. Any materials or debris entering the waterway could result in violations of state and federal laws and be subject to fines and penalties.

# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Ridgecrest Field Office  
300 South Richmond Road  
Ridgecrest, CA 93555-4436

<http://www.blm.gov/ca>

(760) 384-5400



July 26, 2021

IN REPLY REFER TO:  
(LLCAD05000-55)  
2800(P)  
CACCA-059234

CERTIFIED - RETURN RECEIPT REQUESTED: 9171 9690 0935 0247 6641 23

### DECISION

|                          |   |              |
|--------------------------|---|--------------|
| Indian Well Valley Water | : | Right-of-Way |
| Groundwater Authority    | : | CACA-059234  |
| Attn: Don Zdeba          | : |              |
| PO Box 1329              | : |              |
| Ridgecrest, Ca 93556-329 | : |              |

### ISSUE

Right-of-Way Grant  
CACA-059234

Enclosed is a copy of a right-of-way grant, serial number CACA-059234, for the proposed construct of a nested well with three piezometers screened at multiple depths.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition (request) pursuant to regulation 43 CFR 2801.10 or 43 CFR 2881.10 for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

Should you have questions or concerns, please contact Paul Rodriquez of our office at (760) 384-5455.



For Carl B. Symons  
Field Manager

Enclosure

- (1) Short Term Right-of-Way Grant CACA-059234
- (1) Information on taking appeals to the interior board of land Appeals- SF 1842.1

Case File CACA-059234

Copy to Reading File

Copy to Central File

Rodriquez: pr:7/20/2021



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Ridgecrest Field Office  
300 South Richmond Road  
Ridgecrest, CA 93555-4436

<http://www.blm.gov/ca>

(760) 384-5400



July 26, 2021

IN REPLY REFER TO:  
(LLCAD05000-55)  
2800(P)  
CACA-059234

CERTIFIED - RETURN RECEIPT REQUESTED: 9171 9690 0935 0247 6641 16

### DECISION

Indian Well Valley Water  
Groundwater Authority  
Attn: Don Zdeba  
PO Box 1329  
Ridgecrest, Ca 93556-329

:  
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Right-of-Way  
CACA-059234

Offer  
Right-of-Way Grant  
CACA-059234

Cost Recovery Category Determined  
Processing Fee  
Monitoring Fee  
Rental Fee

We assigned serial number CACA-059234 to your applications. Please refer to that number in all future correspondence relating to this project.

Enclosed are two (2) copies of a right-of-way grant offer (BLM form 2800-14) for Indian Well Valley Water Groundwater Authority for the proposed construct of a nested well with three piezometers screened at multiple depths. Execution of the attached offer forms (BLM form 2800-14) implies the holders' concurrence to the terms, conditions and stipulations listed therein; consequently, we request you ensure that the Authorized Officer representing the Indian Well Valley Water Groundwater Authority reviews the completed forms carefully.

### Processing Fee Category

Conferring to Federal regulations contained in 43 CFR 2804.16(a), BLM is required to be reimbursed for the costs incurred in processing a right-of-way application (s). We have

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INTERIOR REGIONS 8 & 10 • LOWER COLORADO BASIN & CALIFORNIA-GREAT BASIN

ARIZONA, CALIFORNIA, NEVADA, OREGON\*

\* PARTIAL

determined that you are exempt from cost recovery. Due to the nature of your application, scientific study of ground water sustainability.

### **Monitoring Fee Category**

Conferring to Federal regulations contained in 43 CFR 2805.16, (a) You must pay a fee to the BLM for the reasonable costs the Federal Government incurs in inspecting and monitoring the construction, operation, maintenance, and termination of the project and protection and rehabilitation of the public lands your grant covers. In accordance with 43 CFR 2804.16 You are exempt from paying Processing and Monitoring Fees. Due to the nature of your application. The scientific study of ground water sustainability.

### **Rental Fee**

Conferring to Federal regulations contained in 43 CFR 2806.14 (2), BLM is required to be reimbursed for the costs incurred in processing a right-of-way application (s). We have determined that you are exempt from cost recovery. Due to the nature of your application, scientific study of ground water sustainability.

### **Other Fees**

You will also be charged rent for the use of public land based on 1) the acreage involved, and 2) the type of granted use. The website below contains additional information on monitoring fees and rent.

Please be aware that you may not legally carry out any proposed activities on public lands managed by BLM until you have received an authorized grant from our office. For more information regarding BLM's right-of-way regulations and cost recovery fees, please refer to the following website: [http://www.blm.gov/wo/st/en/prog/energy/cost\\_recovery\\_regulations.html](http://www.blm.gov/wo/st/en/prog/energy/cost_recovery_regulations.html)

The right-of-way grants will become effective when signed by the Authorized Officer of the BLM. Once we receive the signed and dated right-of-way grant forms, an approved copy of the right-of-way grants will be returned to you.

Please return the signed documents within 30 days of receipt of this offer to our office at the address listed above. Upon receipt of the signed grant offer the Bureau of Land Management will be able to issue the right-of-way grant absent any other unresolved issues.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

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- (3) The likelihood of immediate and irreparable harm if the stay is not granted.
- (4) Whether the public interest favors granting the stay.

Should you have questions or concerns, please contact Paul Rodriquez of our office at (760) 384-5455.



FOR Carl B. Symons  
Field Manager

Enclosure

- (2) Short Term Right-of-Way Grant CACA-059234
- (1) Information on taking appeals to the interior board of land Appeals- SF 1842.1

Case File CACA-059234  
Copy to Reading File  
Copy to Central File

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** July 22, 2022

**FROM:** IWVGA Staff

**SUBJECT:** **Agenda Item No. 7 – Authorize Water Resource Manager to Prepare Water Recycling Feasibility Study for United States Bureau of Reclamation Funding**

## **DISCUSSION**

The Capital Core Group (Capital Core) recently conducted a preliminary scoping meeting with Bureau of Reclamation (BOR) staff to determine potential eligibility for BOR funding for the planning activities associated with the Authority’s proposed Water Recycling Project (WRP). The BOR’s Title XVI programs provide funding for planning, design, and construction of water recycling and reuse projects. These preliminary scoping meetings are designed to determine preliminary eligibility, determine if the project meets the Title XVI programs’ stated goals, and provide insights and direction as to next steps in receiving eligibility. The preliminary scoping meeting determined that the WRP is eligible under the Title XVI Reclaim and Reuse Program.

The Water Infrastructure Improvements for the Nation Act of 2016 (WIIN) requires projects seeking Title XVI eligibility to conduct a Feasibility Study containing prescribed requirements for approval by BOR. In general, the Feasibility Study shall consist of the following:

- Project Description and Study Area
- Statement of Problem and Need
- Water Recycling Opportunity
- Description of Alternatives
- Economic Analysis of the Project
- Justification of the Recycling Project
- Environmental Considerations and Effects (NEPA)
- Legal and Institutional Requirements
- Research Needs for the BOR

The Authority previously approved a budget of \$180,000 for its Recycled Water Program in the 2022 Annual Budget. Under this budget, the Authority authorized the Water Resources Manager to prepare a Recycled Water Use Alternatives Analysis (Analysis) to evaluate the potential uses of recycled water in the Basin with priority given to those uses that achieve the highest and most cost-effective benefits toward sustainable Basin management and reduction of imported water requirements. The potential uses evaluated included landscape irrigation, surface spreading, deep injection, and direct use of recycled water (for industrial purposes at Searles Valley Minerals). The Analysis determined deep injection of recycled water as the best potential use in the Basin. Most of the evaluation performed for the Analysis may be used for the Feasibility Study. After

completing the Analysis, Staff believes the 2022 Annual Budget for Recycled Water Program is sufficient to complete the final technical memorandum for the Analysis and to prepare a Title XVI Feasibility Study for the WRP. The Water Resource Manager will utilize Trussell Technologies to assist with advanced treatment details, cost estimates, and identification of research needs, as required for the Feasibility Study. The Feasibility Study must be completed by the end of this year in order for the WRP to be considered for Title XVI funding in Federal Fiscal Year 2023.

**ACTION(S) REQUIRED BY THE BOARD**

Staff recommends the Board authorize the Water Resource Manager to prepare a Title XVI Feasibility Study for the Water Recycling Project.

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