

Water-Energy Grant Application  
Cross Valley Canal Extension Lining - Pool No. 8

Appendix 4.4 – Proposal for Biological Services



October 17, 2014

Mr. Michael McGovern  
Kern County Water Agency  
3200 Rio Mirada Drive  
Bakersfield, CA 93308

**SUBJECT: Proposed Cost and Scope of Work for Biological Services for the CVC Pool  
No. 7 and No. 8 Concrete Lining Project**

Dear Mr. McGovern,

South Valley Biology Consulting LLC (SVB) is pleased to provide this scope of work and cost estimate to perform biological services for the Kern County Water Agency (KCWA) Proposed CVC Pool No. 7 and No. 8 Concrete Lining Project, located in Bakersfield, California. This proposed cost and scope of services was prepared based on information obtained from KCWA. The proposed biological services are described below and the associated estimated costs are indicated in Table 1.

**TASK 1 – Background Research and Database Searches**

A records search of the California Dept. of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB)<sup>1</sup> will be conducted to identify reported historical occurrences of special-status plant and animal species and sensitive habitats within the vicinity of the

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<sup>1</sup> California Dept. of Fish and Wildlife. 2014. California Natural Diversity Database, Calif. Dept. of Fish and Wildlife. Sacramento, CA.

project site and the surrounding area. In order to meet CDFW requirements, the USGS 7.5-minute quadrangle on which the project is located and the eight surrounding quadrangles must be included. The California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants<sup>2</sup> will also be queried. A species list from the United States Fish and Wildlife Service (USFWS)<sup>3</sup> for the project quadrangle will also be obtained.

## **TASK 2 – Field Survey**

The project site and a 250-foot buffer zone surrounding the site, where it is both feasible and safe to do so, will be surveyed for the presence of special-status plant and animal species. The San Joaquin kit fox is known to be present in the area and can utilize a variety of locations and structures (both natural and human-made) for denning. Therefore, a focused den survey for kit fox will be conducted to identify any natural or atypical potential, known, and natal/pupping dens on the project site or within a 250-foot buffer zone. The locations of all observed dens will be recorded using GPS and a map showing the locations will be included in the biological report.

The locations of any other special-status species, including sensitive vegetation types or habitats (e.g., jurisdictional waters or wetlands) observed in the project area or within the buffer zone will be identified and mapped.

## **TASK 3 – San Joaquin Kit Fox Den Monitoring**

The project is located in areas that are known to support the San Joaquin kit fox (*Vulpes macrotis mutica*). Furthermore, it is also known that this species routinely dens and forages

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<sup>2</sup> California Native Plant Society. 2014. Inventory of rare and endangered plants of California. Rare Plant Scientific Advisory Committee. Calif. Native Plant Society. Sacramento, CA. <http://www.cnps.org/inventory>.

<sup>3</sup> USFWS website for online species lists for projects not expected to result in formal consultations. [http://www.fws.gov/sacramento/es\\_species/Lists/es\\_species\\_lists-form.cfm](http://www.fws.gov/sacramento/es_species/Lists/es_species_lists-form.cfm)

in areas in or near the project areas. Therefore, it is anticipated that dens will likely be encountered in the project area or adjacent buffer zone. SVB anticipates encountering multiple potential dens that will need to be monitored in accordance with the United States Fish and Wildlife Service 2011 guidelines<sup>4</sup>. This work will require each potential den be monitored for four days (one day to place tracking medium at each den entrance, and then three successive days prior to ground disturbance). The purpose of the den monitoring is to determine if any den is currently being used, or has been used in the past by kit fox.

#### **TASK 4 – Biological Report**

A biological report that addresses the current conditions of the project site, the vegetation and habitats present onsite, survey methodologies, results of the field survey, and appropriate avoidance and minimization measures to protect special-status species that may be affected by the project will be prepared. This report will be intended to provide KCWA the necessary information to adequately assess potential biological impacts of the project on special-status species and their habitats.

#### **TASK 5 – Pre-construction Survey**

Within 14 to 30 days of the onset of construction, SVB will conduct a pre-construction survey of the project area and associated buffer zone. The purpose of the survey will be to identify and document any significant changes in the project area prior to any ground disturbing activities commencing. Depending on the results of the survey, additional unforeseen surveys or other work may be required. A brief letter report of the results of the pre-construction survey will be prepared.

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<sup>4</sup> USFWS Standardized recommendations for protection of the endangered San Joaquin kit fox prior to or during ground disturbance. USFWS Sacramento Field Office, January, 2011.

### **TASK 6 – Worker Orientation Session**

Two on-site worker special-status species awareness orientation sessions will be conducted for personnel that will be conducting the construction work on the project site. This orientation will include information on the special-status species in the area and the methods that are to be implemented to avoid adverse impacts to these species or their habitats.

### **TASK 7 – On-call Site Assistance**

An SVB biologist will be available as needed to provide on-call assistance and advice to KCWA and their contractors on the project site. As requested by KCWA, up to 24 hours may be required for this task.

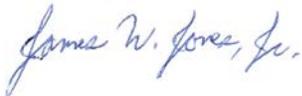
### **Permitting Assistance**

At this time, it is not possible to anticipate any necessary permitting requirements regarding special-status species or special habitats that may be impacted by the project that may require a permit or agreement from one or more resource agencies or other entity. Given the project location and the nature of the work to be conducted, it does not appear that a Streambed Alteration Agreement from CDFW or Nationwide Permit from Army Corps of Engineers is likely to be needed. Likewise, it is not anticipated that an incidental take permit from CDFW for take of state listed species or from USFWS for take of federally listed species is likely to be required. However, these and perhaps other permitting may be required if take of listed species cannot be avoided. The costs to obtain such permitting is highly variable and not feasible to assume without conducting the field surveys beforehand. Therefore, no estimate of these services are included in this proposal. Should any necessary permitting be identified after the field surveys are conducted, SVB can provide a cost estimate to assist KCWA with obtaining the necessary permit(s).

SVB proposes to complete the Tasks identified above at a cost not to exceed \$21,097.90. If you have any questions or would like to discuss this scope of work and cost estimate please do not hesitate to contact me at (661) 374-6741 (office) or (559) 359-7107 (mobile).

We appreciate the opportunity to assist you and we look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "James W. Jones, Jr." in a cursive script.

James W. Jones, Jr.  
Senior Biologist  
South Valley Biology Consulting LLC

**Attachments:**

Proposed Estimated Cost Breakdown by Task for the Kern County Water Agency CVC Pool No. 7 and No. 8 Concrete Lining Project

**Proposed Estimated Cost Breakdown by Task for the Kern County Water Agency  
CVC Pool No. 7 and No. 8 Concrete Lining Project**

<b>TASK</b>	<b>PERSONNEL</b>	<b>HOURS/RATE</b>	<b>TOTAL</b>
Task 1 – Background Research and Database Searches	One Senior Biologist	0.5 hrs. @ \$115/hr.	\$57.50
Task 2 - Field Surveys (Two days of field surveys are included in order to adequately cover both pools and associated buffer zones. However, depending upon conditions encountered, two full days may not be necessary)	Two Senior Biologists	16 hrs. @ \$115/hr.	\$1,840.00
Task 2 - Mileage	Two Senior Biologists	120 miles @ \$0.62/mile (IRS rate = 0.565/mile + 10% service fee on direct expense)	\$74.40
Task 3 - Kit fox den monitoring (4 days of den monitoring is included for each pool)	Two Senior Biologists	80 hrs. @ \$115/hr. (Two biologists 5 hrs. per day for 8 days total. Depending on the number of dens encountered, 5 hrs. per day may not be necessary)	\$9,200.00
Task 3 - Mileage	Two Senior Biologists	480 miles @ \$0.62/mile (IRS rate = 0.565/mile + 10% service fee on direct expense)	\$297.60
Task 4 - Biological Report (includes report preparation, revisions, and quality control)	One Senior Biologist	20 hrs. @ \$115/hr.	\$2,300.00
	One GIS Analyst	6 hrs. @ \$115/hr.	\$690.00

<b>TASK</b>	<b>PERSONNEL</b>	<b>HOURS/RATE</b>	<b>TOTAL</b>
Task 5 - Pre-construction Survey (also includes preparation of letter report)	Two Senior Biologists	24 hrs. @ \$115/hr. (Two biologists for 8 hrs. of field survey, and one biologist for 6 hrs. of report writing 2 hrs. of edits and and quality control)	\$2,760.00
Task 5 - Mileage	Two Senior Biologists	60 miles @ \$0.62/mile (IRS rate = 0.565/mile + 10% service fee on direct expense)	\$37.20
Task 6 – Worker Orientation Session (Includes two sessions of tailgate style training)	One Senior Biologist	8 hrs. @ \$115/hr.	\$920.00
Task 6 - Mileage	One Senior Biologist	60 miles @ \$0.62/mile (IRS rate = 0.565/mile + 10% service fee on direct expense)	\$37.20
Task 7 - On-call Site Assistance (If, requested by KCWA, a biologist will be available to meet with personnel onsite on an on-call basis)	One Senior Biologist	24 hr. @ \$115/hr.	\$2,760.00
Task 7 - Mileage	One Senior Biologist	200 miles @ \$0.62/mile (IRS rate = 0.565/mile + 10% service fee on direct expense)	\$124.00
<b>TOTAL</b>			<b>\$21,097.90</b>

This proposed cost and scope does include work required for potential San Joaquin kit fox den monitoring, but does not include any additional work that may be required to meet project mitigation measures that may be determined during the field surveys for nesting bird monitoring or any other work that may be required in order to gain project approval from reviewing agencies.

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Appendix 4.5 – Proposal for Labor Compliance  
Services

## Contract for Consultant Services

**This Agreement (“Agreement”)** made this July 28, 2014 by and between Richard Perez d.b.a. Labor Consultants of California (**CONSULTANT**) and the \_\_\_\_\_ (**CLIENT**).

**Now, therefore**, the parties mutually agree as follows:

1. **Services:** The CONSULTANT agrees to provide the following consulting services:

A. Implement and enforce the Labor Compliance Program (LCP) for \_\_\_\_\_

2. **Compensation:**

Services A: Total Consulting Hours:

Labor Consultants of California's hourly rate for consulting and prevailing wage monitoring services is charged at \$75.00 per hour not to exceed 30 hours per month or \$2,250 per month for the planned projects. Consultant hours includes all certified payroll reviews, labor consultation and correspondences with the CLIENT, interested parties and project contractors, report writing, worker on-site interviews, project related expenses such as travel to the job site, printing cost and use of telephone, fax, computer and other business related materials.

Labor Consultants of California shall invoice the Client on a monthly basis and will include the number of hours worked with a brief description of the type of work that was provided;

3. **Term:** The CONSULTANT and CLIENT shall mutually agree to the final ending date of this Contract.

4. **Termination:** The services of the CONSULTANT shall start upon the execution of the Agreement without any break in consultant services and the work required shall be undertaken and completed in an expeditious and business-like manner. Failure to do so, or violation of any the covenants, agreements or stipulations of this Agreement by the CONSULTANT or the CLIENT shall give either CONSULTANT or CLIENT the right to terminate this Agreement provided the CONSULTANT or CLIENT is notified in writing five days prior to the effective termination date. If so terminated, CONSULTANT will have no further liability for services to be performed by CONSULTANT and CONSULTANT will only be paid for work performed to termination date and no further payments are due by CLIENT to CONSULTANT under this Agreement.

5. **Reporting:** The CONSULTANT shall periodically provide progress reports to CLIENT that may also include telephone calls, letters, emails or fax transmissions.

6. **Cooperation:** CLIENT agrees to cooperate with the CONSULTANT in carrying out the purposes of this Agreement.
7. **Location of Service Delivery:** The CONSULTANT shall primarily operate and provide services at its own premises and at the job sites.
8. **Amendments:** CLIENT may from time to time request changes in the Scope of Services of the CONSULTANT to be performed. Any changes in the number of hours required by CONSULTANT to complete the services will be reflected in the invoice submitted by CONSULTANT.
9. **Independent Contractor:** The CLIENT understands and agrees that services provided pursuant to this Agreement shall be provided in the capacity of an Independent Contractor and not as an employee. The CLIENT also understands and agrees that as an Independent Contractor, no benefits, other than the above specified consultation fee, will be accrued as a result of performing this Agreement nor will CLIENT pay or deduct any employment insurance, or state or federal income tax.
10. **Indemnification:** The CONSULTANT agrees to indemnify, defend and save CLIENT and hold harmless from any and all claims resulting solely from the gross negligence of the CONSULTANT in performance of this Agreement. CLIENT also agrees to indemnify, defend and hold the CONSULTANT harmless for any loss or liability for damages sustained by or on the part of any person or entity, which was not caused, by the sole and exclusive gross negligence or illegal act of the CONSULTANT.

**In Witness Whereof,** CONSULTANT and CLIENT have executed this Agreement the date first above written:

CONSULTANT  
**LABOR CONSULTANTS OF CALIFORNIA**

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

**BY:** \_\_\_\_\_

CLIENT  
 \_\_\_\_\_

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

**BY:** \_\_\_\_\_

**Exhibit A: Scope of Work**

**Labor Compliance Program**

Labor Consultants of California institutes this Labor Compliance Program for the purpose of implementing its policy relative to the labor compliance provisions of state funded public works contracts.

*Public Resources Code 75075: The body awarding any contract for a public works project financed in any part from funds made available pursuant to this division shall adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to that public works project).*

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trade workers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This labor compliance program (“LCP”) contains the labor compliance standards required by state and federal laws, regulations, and directives and contract provisions, which include, but are not limited to, the following:

1. Contractors’ payment of applicable general prevailing wage rates.
2. Contractors’ employment of properly registered apprentices.
3. Contractors’ provide certified payroll records upon request but not less than weekly.
4. Program’s monitoring District construction sites for the verification of proper payments of prevailing wage rates and work classification.
5. Programs conducting pre-job conferences with contractors/subcontractors.
6. Program’s withholding contract payments and imposing penalties for noncompliance.
7. Program’s preparation and submittal of annual reports.

Labor Consultants of California is the representative for enforcement of the LCP.

Labor Consultants of California institutes this Labor Compliance Program (“LCP”) for the purpose of implementing its policy relative to the labor compliance provisions of state and federally-funded public works contracts and specifically to comply with the provisions of the Public Resources Code Section 75075 sections by use of funds derived from the California Department of Public Health. This LCP contains the labor compliance standards required by state and federal laws, regulations, directives and contract provisions.

The California Labor Code Section 1770, et seq., and Public Resources Code Section 75075 require that contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Office of Policy, Research and Legislation.

In establishing this LCP, Labor Consultants of California adheres to the statutory requirements as enunciated in Section 1771.5(b) of the Labor Code. Further, it is the

intent of Labor Consultants of California to actively enforce this LCP by monitoring construction sites for the payment of prevailing wage rates, and by requiring contractors and subcontractors having workers on job sites to submit copies of certified payroll records demonstrating their compliance with the payment of prevailing wage rates.

Should applicable sections of the Labor Code or Title 8 of the California Code of Regulations undergo alteration, amendment, or deletion, Labor Consultants of California in accord with the district will modify the affected portions of this program accordingly.

***LABOR CONSULTANTS OF CALIFORNIA/ LABOR COMPLIANCE  
PROGRAM COMPONENTS***

**Table of Contents**

- I. Call for Bids/ Contracts
- II. Pre-Construction Conference
- III. Contractor Eligibility Verification
- IV. Labor Unions and Apprenticeship Programs
- V. Certified Payroll Records
- VI. On-Site Monitoring
- VII. Investigations
- VIII. Payroll Audits
- IX. Withholding of Penalties, Forfeitures and Underpayments of Wages for Violations of Public Work Laws
- X. Labor Standards Compliance Forms

## **I. Call for Bids/ Contracts**

Labor Consultants of California works with the awarding body in securing both State and Federal wage determinations, attaching them to the bid specifications and contracts for each public works project thus assuring contractors bidding a project are aware of the requirements of Chapter 1 of Part 7 of Division 2 of the State Labor Code.

Additionally, each contractor securing a contract on a public works project is required to sign an acknowledgment that he or she understands the prevailing wage requirements and that contract payments shall not be made when payroll records are delinquent or inadequate.

## **II. Pre-Construction Conference**

One of the most important aspects of assuring labor compliance on a project is to conduct a thorough pre-construction conference with the general contractor and the subcontractors. The conference sets forth the framework in establishing the labor standards parameters. Labor Consultants of California's conference agenda includes discussion and handouts of the following items:

1. Appropriate State Wage Determination and Federal Wage Decision (if applicable).
2. State Labor Standard Provisions (Labor Code Sections 1720, i.e.)
3. Payroll Reporting Forms (A-1-131 Form) with Instructions
4. Statement of Compliance
5. Certification of Understanding and Authorization
6. Certification of Applicable Fringe Benefit Payments/ Authorization for Deductions
7. Contractor's/ Subcontractor's Certification Concerning Labor Standards and Prevailing Wages
8. Posting Requirement of Notice to All Employees (General Contractor)
9. Suggested Checklist of Labor Law Requirements (CCR 16430)

Upon the conclusion of the conference, Labor Consultants of California preserves the minutes of the conference and submits them to the awarding body. In addition, Labor Consultants of California will provide copies of the Laws and Regulations Governing the Payment of Prevailing Wages, which will be available for review by contractors or other interested parties.

## **III. Contractor Eligibility Verification**

Prior to awarding a contract, Labor Consultants of California shall verify that the successful bidder and all prime contractors are not on the state or federal list of ineligible contractors, that they possess a valid state contractor's license and meet other licensing requirements, e.g. workers compensation insurance. Labor Consultants of California also recommends similar verification of all selected subcontractor's eligibility prior to

working on the project. The company maintains Internet access to federal and state web sites securing vital information.

#### **IV. Labor Unions and Apprenticeship Programs**

Labor Consultants of California maintains a professional business relationship with the building trades and apprenticeship programs. The activities of this firm shall include on-going dialogue with these agencies in assuring compliance with apprentices on the job and adherence to a collective bargaining agreement if applicable.

Contractors on public work projects are provided copies of the apprentice regulations pursuant to Labor Code 1777.5 Apprentices on Public Work Projects/ Summary of Requirements, DAS-140/ Contract Award Information and CAC-2 Training Fund Contribution Form).

#### **V. Certified Payroll Records**

Labor Consultants of California reviews all of the certified payroll records (A-1-131 form) on a weekly basis and compares them to the wage decision and/or wage determination in effect. Improprieties or inadvertent errors on the payrolls are communicated in writing to the general contractor with a request for corrective action within a 30 day time period.

#### **VI. On-Site Monitoring**

A significant step in determining project labor standards compliance is to conduct frequent on-site employee interviews. It is critical to have early detection of potential violations. The results of the interviews are compared to the contractor's certified payroll records to ascertain that the correct classification, hours and wages were paid. The mailing of employee questionnaires may also be utilized when it is cumbersome or employees are reluctant to be interviewed on-site. (It should be noted that Labor Consultants of California has the ability to conduct interviews in both English and Spanish).

#### **VII. Investigations**

The general or prime contractor on a construction project is not only responsible for its own workforce but also has the burden of responsibility for its subcontractors' employees. Issues that invoke wage restitution must be investigated in a timely manner thus giving the interested parties the opportunity to respond and offer resolution to the investigative findings. As representative or agent for an awarding body, Labor Consultants of California consults with management on every compliance matter that may need resolution and prior to recommending any punitive action against a contractor.

## **VIII. Payroll Audits**

Appropriately, upon receipt of certified payroll records, employee interview forms and other available documents, i.e. inspector daily logs, etc., Labor Consultants conducts various payroll audits to determine if through its examination of records, the prime and subcontractors have met labor standards compliance. At its conclusion, Labor Consultants submits written notification of its findings to the awarding body with a recommendation for disbursement of retention payments.

## **IX. Withholding of Penalties, Forfeitures and Underpayments of Wages for Violations of Prevailing Wage Laws**

Labor Consultants of California works with awarding bodies in establishing a special account for depositing funds withheld for wage restitution and/or penalties. A contractor is notified in writing specifying the reasons for the withholding or suspension of contract payments.

Should a contractor refuse to make such restitution as requested, Labor Consultants of California may through its LCP, disburse or cause to be disburse out of withheld funds for and on account of the contractor, moneys to the respective employees. Should a contractor dispute the basis of the findings, such funds will not be disbursed; the contractor will be advised on his rights for appealing through the Department of Industrial Relations, Division of Labor Standards Enforcement.

Willful violations of public work laws pursuant to Labor Code Section 1777.1 (c) shall be reported to the State Labor Commissioner in writing within 30 days from the time the LCP became aware specifying the name and address of the contractor, the public works project, the awarding agency, and the amount of money withheld by the awarding body.

## **X. Labor Standards Compliance Forms and Files**

Labor Consultants of California will establish and maintain all required labor standards compliance forms and files for the project including but not limited to:

- A. Applicable state and federal wage determinations and all modifications
- B. Pre-Construction Conference Minutes
- C. Notice of Start of Construction
- D. Apprenticeship registration and other required labor standards materials
- E. Copies of all memoranda and or correspondence relating to labor standards administration
- F. Records of restitution effected
- G. Administrative actions taken
- H. Semi-Annual Labor Standards Enforcement Reports
- I. Final Compliance Report
- J. Copy of Contractor and Subcontractors Labor Standards Certification
- K. Payroll submissions (A-1-131) or approved equivalent with Statement of Compliance

- L. Employee interviews, attached to payroll against which compliance was monitored
- M. Letters authorizing payroll deductions
- N. Letters identifying fringe benefit funds
- O. Other information required by federal and state agencies

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Appendix 4.6 – Estimate of Grantee and Consultant  
Fees

**KERN COUNTY WATER AGENCY**  
 Improvement District No. 4  
 CVC Extension Lining Project - Pool No. 8  
 Estimate of Grantee and Consultant Fees

Description	KERN COUNTY WATER AGENCY										CONSULTANTS										TOTAL				
	Improvement District No. 4 Manager	Engineering Manager	General Counsel	Water Resources Planner III	Engineer III	Labor Totals	Reimbursable Costs	Subtotal	Quality Control / Quality Assurance	Project Manager	Principal Engineer	Senior Engineer	Surveyor	2 Man Survey Crew Prevailing Wage	Assistant Engineer	Senior Technician	Associate Technician	Permitting Engineer	Project Admin	Labor Totals		Subconsultant Fee	Markup	Reimbursable Costs	Subtotal
Hourly Rates	130	142	194	89	89			165	165	190	130	130	235	105	125	100	125	80			15%				
<b>Task 1 Direct Project Administration</b>	60	20	8			\$12,192	\$300	\$12,492		80				160				40	\$33,200		\$0	\$200	\$33,400	\$45,892	
<b>Task 2 Labor Compliance Program</b>		20				\$2,840	\$50	\$2,890		4				40				16	\$6,140	\$11,250	\$1,688	\$50	\$19,128	\$22,018	
<b>Task 3 Reporting</b>	40	20				\$8,040	\$200	\$8,240		64				104				36	\$24,360		\$0	\$200	\$24,560	\$32,800	
<b>Task 4 Land Purchase / Easements</b>		6	6			\$2,016	\$50	\$2,066											\$0		\$0	\$0	\$0	\$2,066	
<b>Task 5 Assessment and Evaluation</b>						\$1,800	\$0	\$1,800											\$20,180		\$0	\$50	\$20,230	\$22,030	
1.0 Site Review						\$0		\$0		4	8	8							\$3,220		\$0		\$3,220	\$3,220	
2.0 Hydraulic Analysis						\$0		\$0	1	2	8	24		40					\$9,335		\$0		\$9,335	\$9,335	
3.0 Design Review of Project Constructability						\$0		\$0	1	1	4	8						1	\$2,210		\$0		\$2,210	\$2,210	
3.0 Utility Permitting Investigation					4	\$356		\$356	1	1	2	6		8				1	\$2,410		\$0		\$2,410	\$2,766	
4.0 Basis of Design Memorandum and Meeting	4	4			4	\$1,444		\$1,444	1	2	4	8		6				1	\$3,005		\$0	\$50	\$3,055	\$4,499	
<b>Task 6 Final Design</b>						\$8,168	\$0	\$8,168											\$123,110	\$21,180	\$3,177	\$6,155	\$153,622	\$161,790	
<b>Task 6.1 Survey and Utility Investigation</b>						\$0		\$0											\$0		\$0	\$40	\$4,640	\$4,640	
1.0 Above Water Topographic Survey						\$0		\$0		1	1	4	16						\$4,600		\$0	\$40	\$4,640	\$4,640	
2.0 Canal Interior Topographic Survey						\$0		\$0		1	1	1	12						\$3,270		\$0	\$40	\$3,310	\$3,310	
3.0 Boundary Survey						\$0		\$0		1	1	12	16						\$5,640		\$0		\$5,640	\$5,640	
4.0 Utility Investigation					4	\$356		\$356		1	2			6				2	\$1,240		\$0		\$1,240	\$1,596	
5.0 Right-of-Way Review		4			8	\$1,280		\$1,280		2	2		6			2	6		\$2,340		\$0	\$25	\$2,365	\$3,645	
6.0 Right-of-Way Documentation (Title Searches)						\$0		\$0		2		4	40						\$6,050		\$0	\$5,750	\$11,800	\$11,800	
<b>Task 6.2 Geotechnical Investigation</b>						\$0		\$0											\$0		\$0	\$5,750	\$11,800	\$11,800	
1.0 Field Investigation					4	\$356		\$356		1		1						1	\$375	\$12,280	\$1,842		\$14,497	\$14,853	
2.0 Laboratory Testing						\$0		\$0											\$0	\$4,400	\$660		\$5,060	\$5,060	
3.0 Baseline Report						\$0		\$0			1	3							\$580	\$4,500	\$675		\$5,755	\$5,755	
<b>Task 6.3 Project Design</b>						\$0		\$0											\$0		\$0	\$0	\$0	\$0	
1.0 50% Design	2	8			8	\$2,108		\$2,108	3	8	16	30		40	60	160		4	\$36,775		\$0	\$100	\$36,875	\$38,983	
2.0 90% Design	2	8	4		8	\$2,884		\$2,884	5	8	16	30	2	40	60	160		4	\$37,365		\$0	\$100	\$37,465	\$40,349	
3.0 100% Design	2	4			4	\$1,184		\$1,184	3	8	12	20		20	20	120		4	\$23,615		\$0	\$100	\$23,715	\$24,899	
4.0 Construction Schedule						\$0		\$0	1	1	1	2						6	\$1,260		\$0		\$1,260	\$1,260	
<b>Task 7 Environmental Documentation</b>		60			60	\$13,860	\$200	\$14,060											\$0	\$10,550	\$0		\$10,550	\$24,610	
<b>Task 8 Permitting</b>						\$1,138	\$0	\$1,138											\$13,045	\$0		\$14,750	\$27,795	\$28,933	
1.0 Storm Water Pollution Prevention Plan		1			4	\$498		\$498		2		4			2	4	32		\$5,500		\$0	\$2,500	\$8,000	\$8,498	
2.0 Dust Control Plan		1			2	\$320		\$320		1		2					10		\$1,675		\$0	\$250	\$1,925	\$2,245	
3.0 Indirect Source Review		1			2	\$320		\$320		2		8					36		\$5,870		\$0	\$12,000	\$17,870	\$18,190	
<b>Task 9 Construction Contracting</b>						\$2,780	\$0	\$2,780											\$14,170	\$0		\$400	\$14,570	\$17,350	
1.0 Bidding Assistance		4			4	\$924		\$924		14	16	6						4	\$6,450		\$0	\$400	\$6,850	\$7,774	
2.0 Addendums		2			2	\$462		\$462		2	4	12		6	8	20		4	\$6,600		\$0		\$6,600	\$7,062	
3.0 Bid Evaluation	2	4	2		2	\$1,394		\$1,394		2	1	4						1	\$1,120		\$0		\$1,120	\$2,514	
<b>Task 10 Construction</b>						\$0		\$0											\$0	\$0	\$0	\$0	\$0	\$0	
<b>Task 11 Env. Compliance/Mit./Enhancement</b>						\$0		\$0										40	\$5,000	\$15,000	\$0		\$20,000	\$20,000	
<b>Task 12 Construction Administration</b>						\$43,522	\$200	\$43,722											\$20,635	\$36,000		\$250	\$56,885	\$100,607	
1.0 Pre-construction meeting		2			2	\$462		\$462		6	8							4	\$2,830		\$0	\$50	\$2,880	\$3,342	
2.0 Submittal Review		2			2	\$462		\$462		1	1	8				8		1	\$2,275		\$0		\$2,275	\$2,737	
3.0 Construction Monitoring	8	16			400	\$38,912	\$200	\$39,112											\$0	\$36,000	\$0		\$36,000	\$36,000	
4.0 Change Order Preparation	4	4			16	\$2,512		\$2,512		2	6	6		24	16	24		4	\$9,490		\$0	\$50	\$9,540	\$12,052	
5.0 Post-construction Survey					2	\$178		\$178		1		1	2	10				1	\$2,985		\$0	\$100	\$3,085	\$3,263	
6.0 Record Drawings		2			8	\$996		\$996		1	1	4				4	16	1	\$3,055		\$0	\$50	\$3,105	\$4,101	
<b>Task 13 Public Outreach</b>	20	20				\$5,440	\$100	\$5,540											\$0		\$0		\$0	\$5,540	
<b>TOTAL COST</b>						<b>\$101,796</b>	<b>\$1,100</b>	<b>\$102,896</b>												<b>\$36,000</b>			<b>\$250</b>	<b>\$380,740</b>	<b>\$483,636</b>

Water-Energy Grant Application  
Cross Valley Canal Extension Lining - Pool No. 8

Appendix 4.7 – Engineer’s Opinion of Probable  
Construction Cost

**CROSS VALLEY CANAL EXTENSION LINING PROJECT - (PHASE 2 - POOL NO. 8)**

**ENGINEER'S OPINION OF PROBABLE PROJECT COST**

**Concrete Lining (L=6477 ft) - Import Innocuous 3/8" Aggregate w/fiber**

**12/02/2014**

**Construction Cost Estimate:**

<b>ITEM NO.</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>SUBTOTAL</b>
	Qty.	Unit			
<i>General</i>					
1	1	LS	Mobilization/Demobilization (5% of Const. Cost)	\$ 130,000	\$ 130,000
2	1	LS	Miscellaneous Facilities and Operations	\$ 50,000	\$ 50,000
			<i>Subtotal</i>		<u>180,000</u>
3	409,411	SQFT	F&I Concrete Liner (4") w/fiber	\$ 4.00	\$ 1,637,600
4	18,459	CY	Remove Unsuitable Material	\$ 10	\$ 184,595
5	20,338	CY	F&I Import Borrow	\$ 25	\$ 508,445
6	3,109	TON	F&I Class II Base (Access Roads)	\$ 25	\$ 77,724
7	1	LS	Dewatering	\$ 15,000	\$ 15,000
8	2	EA	F&I Safety Ladder	\$ 1,500	\$ 3,000
9	2	EA	F&I Safety Boom	\$ 2,500	\$ 5,000
10	12,954	LF	Remove and Replace Fencing	\$ 12	\$ 155,448
11	20	EA	Weep Valves	\$ 150	\$ 8,400
			<i>Subtotal</i>		<u>2,595,211</u>
			Construction Cost Subtotal	\$	2,775,211
			Contingency (20%)		<u>555,040</u>
			<b>Estimated Construction Total</b>		<b><u>3,330,000</u></b>

Water-Energy Grant Application  
Cross Valley Canal Extension Lining - Pool No. 8

Appendix 4.8 – Kern County Water Agency  
Comprehensive Annual Financial Report (Cost  
Share Documentation)

**Comprehensive Annual Financial Report  
Fiscal Year Ended June 30, 2013**



**Kern County Water Agency**

**Kern County Water Agency  
Notes to the Basic Financial Statements  
Year Ended June 30, 2013**

*Budgets and Budgetary Accounting*

Annually, the Agency produces a budget for the forthcoming year which details ongoing and future Agency activities. The procedures established to develop a final budget are as follows:

By May's regular board meeting each year, the Business Manager prepares a preliminary budget based upon the Agency's goals and objectives for the coming fiscal year. The operating budget includes proposed expenditures and the means of financing them for the year, along with estimates for the current year and actual financial data for the two preceding years. In addition, more detailed line item budgets are included for administrative control. The level of control for the detailed budgets is at the department head/cost center level.

The budget is then reviewed by the Agency's Board Administrative Committee before the May board meeting. A public hearing is opened at the May board meeting to receive public comments, in accordance with the requirements of Section 7.6 of the Agency Act. The public hearing is closed and the budget is adopted (with any changes) on or before the June board meeting. The adopted budget is then sent to the County by August 1.

In August, as part of the public hearings on the Kern County budget, the Kern County Board of Supervisors holds a public hearing on the Agency's budget. The Board of Supervisors officially adopts the Agency budget thereafter.

While formal budgetary integration is employed as a management control device during the year, there are no appropriated budget controls which would require the Agency to get formal County or Board approval for budgetary line item changes.

*Subsequent events:*

The Company has evaluated subsequent events through February 24, 2014, the date on which the financial statements were available to be issued. There are no subsequent events considered material by management that would require disclosure in the financial statements.

**NOTE 2 – CASH AND INVESTMENTS**

Cash and investments at June 30, 2013 and 2012 are classified in the accompanying financial statements as follows:

	2013	2012
Cash and investments:		
Cash in bank and on hand	\$ 4,019,792	\$ 13,117,981
Cash in Local Agency Investment Fund	8,086,011	3,040,521
Investments in County Treasury	86,333,217	71,632,232
	98,439,020	87,790,734
Restricted cash and investments:		
Cash in bank and on hand	-	4,142,874
Cash with fiscal agent-Notes payable	501,827	501,847
Cash with fiscal agent-2008 Bonds	129,780	12,746,296
Ag rate management trust	2,183,231	1,097,531
	2,814,838	18,488,548
Total cash and investments	\$ 101,253,858	\$ 106,279,282