

**REVISED AGENDA**  
**ENGINEERING and OPERATIONS COMMITTEE MEETING**  
**Thursday, September 1, 2022, at 9:00 a.m.**  
**UWCD Headquarters, First Floor, Board Room**  
**1701 N. Lombard Street, Oxnard, CA 93030**

**CALL TO ORDER – OPEN SESSION 9:00 a.m.**

**Committee Members Roll Call**

**1. Public Comment**

The public may comment on any matter not on the agenda within the jurisdiction of the Committee. All comments are subject to a five-minute time limit.

**2. Approval of Minutes (Proposed Time: 5 minutes)**

**Motion**

The Committee will review and consider approving the minutes from the July 7, 2022, Engineering and Operations Committee meeting.

**3. September 14, 2022, Board Meeting Motion Agenda Items**

The Committee will review and discuss the following agenda items to be considered for approval at the September 14, 2022, Board meeting. The Committee will formulate a recommendation to the entire Board based on its discussions with staff. The Committee will discuss the following items:

**3.1 Phase 1A License Agreement with U.S. Navy for the Extraction Barrier and Brackish Water Treatment Project – Phase 1A (Engineering Department, Maryam Bral) (Proposed Time: 10 minutes)**

The Committee will consider recommending to the full Board approval of motion item authorizing the General Manager to enter into a License Agreement with U.S. Navy for Phase 1A of the Extraction Barrier and Brackish (EBB) Water Treatment Project at Naval Base Ventura County, Point Mugu.

**3.2 Authorize a Contract with GEI Consultants, Inc. to Develop the 90 percent Design Phase of the Santa Felicia Dam Outlet Works Improvement Project (Engineering Department, Maryam Bral) (Proposed Time: 5 minutes)**

The Committee will consider recommending approval of the motion item authorizing the General Manager to execute an agreement with GEI Consultants, Inc. in the amount of \$1,502,018.00 to Develop the 90 percent Design Phase of the Santa Felicia Dam Outlet Works Improvement Project to the full Board.

**3.3 Authorize a Contract with GEI Consultants, Inc. to Develop the 60 percent Design Phase of the Santa Felicia Dam Spillway Improvement Project (Engineering Department, Maryam Bral) (Proposed Time: 5 minutes)**

The Committee will consider recommending approval of the motion item authorizing the General Manager to execute an agreement with GEI Consultants, Inc. in the amount of \$917,004.00 to Develop the 60 percent Design Phase of the Santa Felicia Dam Spillway Improvement Project to the full Board.



**3.4 REVISED Five-year Purchase of State Water from Casitas Municipal Water District**  
(Operations and Maintenance Department, Brian Collins) (Proposed Time: 10 minutes)

The Committee will consider recommending to the full Board approval of the motion item approving the terms in the Term Sheet for use by the General Manager or his designee in the negotiation and preparation of a final agreement to be taken to the Board for consideration and approval at a later date.

**4. Project Highlights** (Proposed Time: 15 minutes allocated for each update)

**4.1 Engineering Department Update** (Dr. Maryam Bral)

**4.2 Environmental Services Department Update** (Linda Purpus)

**4.3 Operations and Maintenance Department Update** (Brian Collins)

**5. Future Agenda Items** (Proposed Time: 5 minutes)

The Committee will suggest topics or issues for discussion on future agendas.

**ADJOURNMENT**

**Directors:**

Chair Lynn E. Maulhardt

Gordon Kimball

Daniel C. Naumann

**Staff:**

Mauricio E. Guardado, Jr.

Anthony Emmert

Linda Purpus

Evan Lashly

Randall McInvale

Hannah Garcia-Wickstrum

Jackie Lozano

Dr. Maryam Bral

Brian Collins

John Carman

Craig Morgan

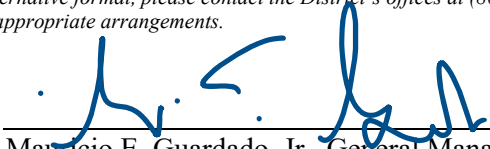
Michel Kadah


Adrian Quiroz

Robert Richardson

*The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's services, programs or activities because of any disability. If you need special assistance to participate in this meeting, or if you require agenda material in an alternative format, please contact the District's offices at (805) 525-4431. Notification of at least 48 hours prior to the meeting will enable the District to make appropriate arrangements.*

Approved:

  
Mauricio E. Guardado, Jr., General Manager

  
Dr. Maryam Bral, Chief Engineer

  
Brian Collins, Chief Operations Officer

**Posted: (date)** August 29, 2022

**(time)** 7:45 a.m.

**(attest)** Jackie Lozano

**At:** [www.unitedwater.org](http://www.unitedwater.org)

**Posted: (date)** August 29, 2022

**(time)** 7:45 a.m.

**(attest)** Jackie Lozano

**At:** United Water Conservation District Headquarters, 1701 N. Lombard Street, Oxnard CA 93030



Board of Directors  
Bruce E. Dandy, President  
Sheldon G. Berger, Vice President  
Lynn E. Maulhardt, Secretary/Treasurer  
Mohammed A. Hasan  
Edwin T. McFadden III  
Michael Mobley  
Daniel C. Naumann

General Manager  
Mauricio E. Guardado, Jr.

Legal Counsel  
David D. Boyer

**MINUTES**  
**ENGINEERING AND OPERATIONS**  
**COMMITTEE MEETING**  
**Thursday, July 7, 2022, 9:00 A.M.**  
**Board Room, UWCD Headquarters**  
**1701 N. Lombard Street, Oxnard CA 93030**

**COMMITTEE MEMBERS IN ATTENDANCE**

Lynn E. Maulhardt, chair  
Gordon Kimball, director  
Daniel C. Naumann, director

**STAFF IN ATTENDANCE**

Dr. Maryam Bral, chief engineer  
Brian Collins, chief operations officer  
John Carman, operations and maintenance program supervisor  
Anthony Emmert, assistant general manager  
Michel Kadah, engineer  
Jackie Lozano, administrative assistant  
Craig Morgan, engineering manager  
Josh Perez, chief human resources officer  
Linda Purpus, environmental services manager  
Robert Richardson, senior engineer  
Daryl Smith, controller  
Erik Zvirbulis, gis analyst

**PUBLIC IN ATTENDANCE (see attached)**

Omar Castro, City of Oxnard

**Call to Order – Open Session**

Chair Maulhardt called the Committee to order at 9:02a.m. Chair Maulhardt, Director Kimball and Director Naumann were present,

**1. Public Comments**

**Information Item**

Chair Maulhardt asked if there were any comments or questions from the public for the Committee. None were offered.

**2. Approval of Minutes**

**Motion**

Motion to approve the Minutes from the June 2, 2022, Engineering and Operations Committee meeting, Director Naumann; Second, Chair Maulhardt. Voice vote: three ayes (Kimball, McFadden, Naumann). Motion carries unanimously 3/0/0.

**3. July 13, 2022 Board Meeting Agenda Motion Items**

**3.1     Resolution 2022-34 A Resolution of the United Water Conservation District Board of Directors Adopting Volume 1 and United Water Conservation District's Annex included in Volume 2 of the 2022 Ventura County Multi-Jurisdictional Hazard Mitigation Plan**

Engineer Michel Kadah addressed the Committee and shared a slide regarding this motion item (see attached). He asked the Committee to recommend approval of the Resolution 2022-34, adopting Volume 1 and United Water Conservation District's Annex included in Volume 2 of the 2022 Ventura County Multi-Jurisdictional Hazard Mitigation Plan, to the full Board.

Chair Maulhardt stated that the interactive map shown in the PowerPoint is very powerful. Director Kimball stated that it would be valuable if the Disadvantaged Communities were also referenced in the map.

The committee members agreed to recommend approval of the Resolution to the full Board.

**3.2     Resolution 2022-35 Adopting the Revised Owner Dam Safety Program dated July 2022**

Associate Engineer Adrian Quiroz addressed the Committee and shared a slide regarding this motion item (see attached). He asked the Committee to recommend approval of Resolution 2022-35, adopting the revised Santa Felicia Dam Owner Dam Program, dated July 2022, to the full Board. He provided an overview of the plan and the revisions to the program since the last update.

The committee members agreed to recommend approval of the Resolution to the full Board.

**4.     Project Highlights**

**4.1     Engineering Department Update (see attached slides)**

Chief Engineer Dr. Maryam Bral made a presentation on the Engineering department activities, including updates on the Biological Assessment and the 30% design of the release reach channel. Chair Maulhardt inquired about the Water Infrastructure Finance and Innovation Act (WIFIA) loan application. Dr. Bral stated that the loan is under review and staff expects to have their complete approval sometime this year.

She also provided updates on the Iron and Manganese Treatment, Extraction Barrier and Brackish Water, and PTP Metering Improvement Projects.

**4.2     Environmental Services Department Update (see attached slides)**

Environmental Services Department Manager Linda Purpus made a presentation on the Environmental Services department activities, including updates on an extension to the Lake and Streambed Alteration Agreement, the California Endangered Species Act take coverage for the SFD project, and a pulsed flow study.



**4.3 Operations and Maintenance Department Update** (see attached slides)

Chief Operations Officer Brian Collins provided updates on the Operations and Maintenance department activities, including a collaboration with California Department Fish and Wildlife for sweeping/seining of fish from the impounded water areas within the Freeman Diversion facility. He stated that staff successfully dewatered the Freeman facility for the first time in three years; all of the recent collaboration was performed in efforts to minimize the impacts to biological resources.

Mr. Collins also provided updates on the physical modeling efforts. He stated that there has been good progress and that the team is working hard.

**5. Future Agenda Topics**

None were offered

**ADJOURNMENT 10:50a.m.**

Chair Maulhardt adjourned the meeting at 10:50a.m.

I certify that the above is a true and correct copy of the minutes of the Engineering and Operations Committee Meeting of July 7, 2022.

**ATTEST:** \_\_\_\_\_  
Lynn E. Maulhardt, chair



Board of Directors  
Bruce E. Dandy, President  
Sheldon G. Berger, Vice President  
Lynn E. Maulhardt, Secretary/Treasurer  
Mohammed A. Hasan  
Gordon Kimball  
Michael W. Mobley  
Daniel C. Naumann

General Manager  
Mauricio E. Guardado, Jr.

Legal Counsel  
David D. Boyer

## ATTENDANCE LIST

**MEETING DATE: Thursday, July 7, 2022**

**MEETING: UWCD Engineering and Operations Committee Meeting**

The signing or registering of your name on this sign-up form is not required but is voluntary. All persons may attend the meetings of the Board of Directors of United Water Conservation District without signing or registering their names on this form.

Name (Please Print)

Representing

Oxnard Oxnard

Oxnard

## Resolution 2022-34

3.1 A Resolution of the United Water Conservation District Board of Directors Adopting Volume 1 and United Water Conservation District's Annex included in Volume 2 of the 2022 Ventura County Multi-Jurisdictional Hazard Mitigation Plan

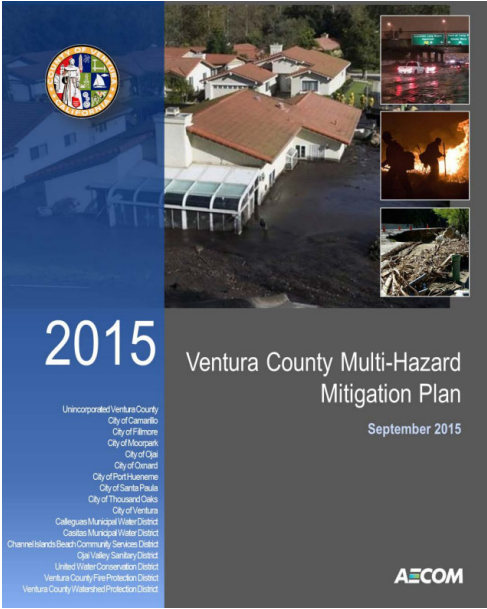


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## Ventura County Multi-Hazard Mitigation Plan (HMP)

- Jointly developed in September 2015 by:
  - County of Ventura
  - Nine of the ten incorporated cities, and
  - United Water Conservation District and several water, park and school Districts
- Assesses risks posed by natural and human-caused hazards and establishes a mitigation strategy
- Board adopted the plan On Jan 11, 2017
- Updates are required under the **Federal Disaster Mitigation Act of 2000**

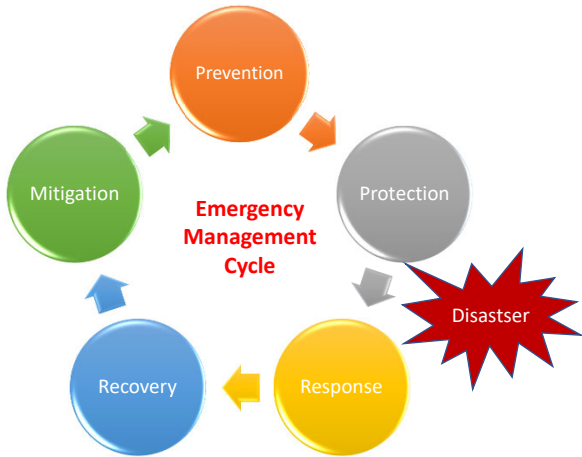


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# Federal Disaster Mitigation Act of 2000

- Requires state and local governments to develop hazard mitigation plans as a condition for federal grant assistance
- Encourages and rewards local and state pre-disaster planning
- Integrates state and local planning
- Results in faster, more efficient allocation of funding and more efficient risk reduction projects
- Specific elements required to be included in the plan:
  - Risk assessment
  - Public outreach and participation
  - Process for update
  - Formal Cal OES and FEMA review



*“Mitigation is a Sustained action taken to reduce or eliminate long-term risk to life and property”*

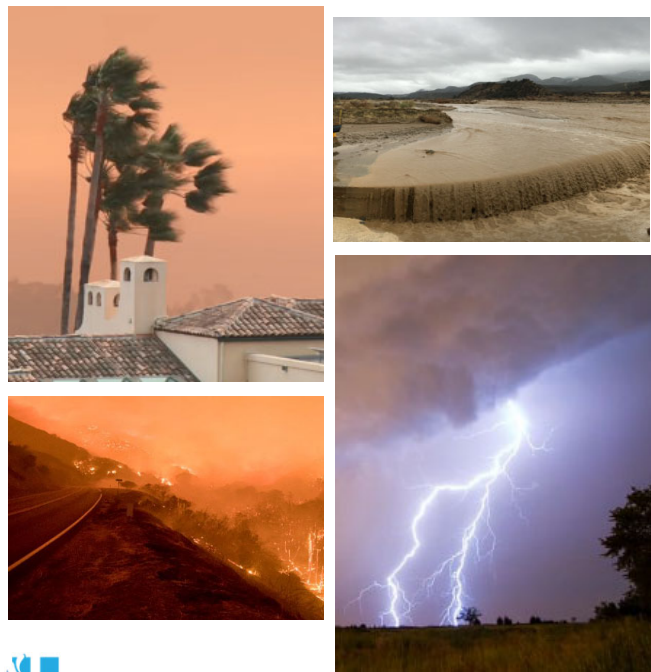


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# Benefits of Hazard Mitigation Plans

- Establish and maintain eligibility for grant funds (\$\$\$ for projects)
- Improve understanding of risks and vulnerabilities
- Reduce negative impact of natural hazards
  - Actions save lives, reduce displacement, and speed recovery
- Encourage sustainable actions
  - Build strong, resilient, self-sufficient communities
- Foster collaboration between local jurisdictions and residents



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# 2022 Ventura County Multi-Jurisdictional HMP

**Volume 1** - (486 pages)

- Part 1 – Planning Process & County Profile
- Part 2 – Risk Assessment
- Part 3 – Mitigation Strategy

**Volume 2** - (676 pages)

- Planning Partner Annexes – contains profiles and action items
- United Water Conservation District Annex (**Section 21 – 16 pages**)

Ventura County  
**Multi-Jurisdictional  
Hazard Mitigation Plan**  
Update 2022  
Volume 1—Area-wide Information

Ventura County  
**Multi-Jurisdictional  
Hazard Mitigation Plan**  
Update 2022  
Volume 2—Jurisdictional Annexes

**21. UNITED WATER CONSERVATION DISTRICT**

**21.1 LOCAL HAZARD MITIGATION PLANNING TEAM**

**Primary Point of Contact**  
Brian Collins, Chief Operations Officer  
3561 N. Rose Avenue  
Oxnard, CA 93006  
Telephone: 805-525-4431  
e-mail Address: brian@unitedwater.org

**Alternate Point of Contact**  
Michael Kadish, Engineer  
1701 N. Lombard Street, Suite 200  
Oxnard, CA 93006  
Telephone: 805-525-4431  
e-mail Address: michael@unitedwater.org

This annex was developed by the local hazard mitigation planning team, whose members are listed in Table 21-1.

**Table 21-1. Local Hazard Mitigation Planning Team Members**

Name	Title
Brian Collins	Chief Operations Officer
Maryam Braf	Chief Engineer
Craig Morgan	Engineering Manager
Joan Pines	Human Resources Manager
Tony Huynh	Safety and Security Program Coordinator
Joslin Gornall	QAM Program Supervisor
Michael Kadish	Engineer
Adrian Quince	Associate Engineer

June 2022

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# Public Engagement Process

Open Steering Committee meetings

Public meetings and presentations

Information on [County Plans - Ready Ventura County](#) and other planning partner websites

Public survey

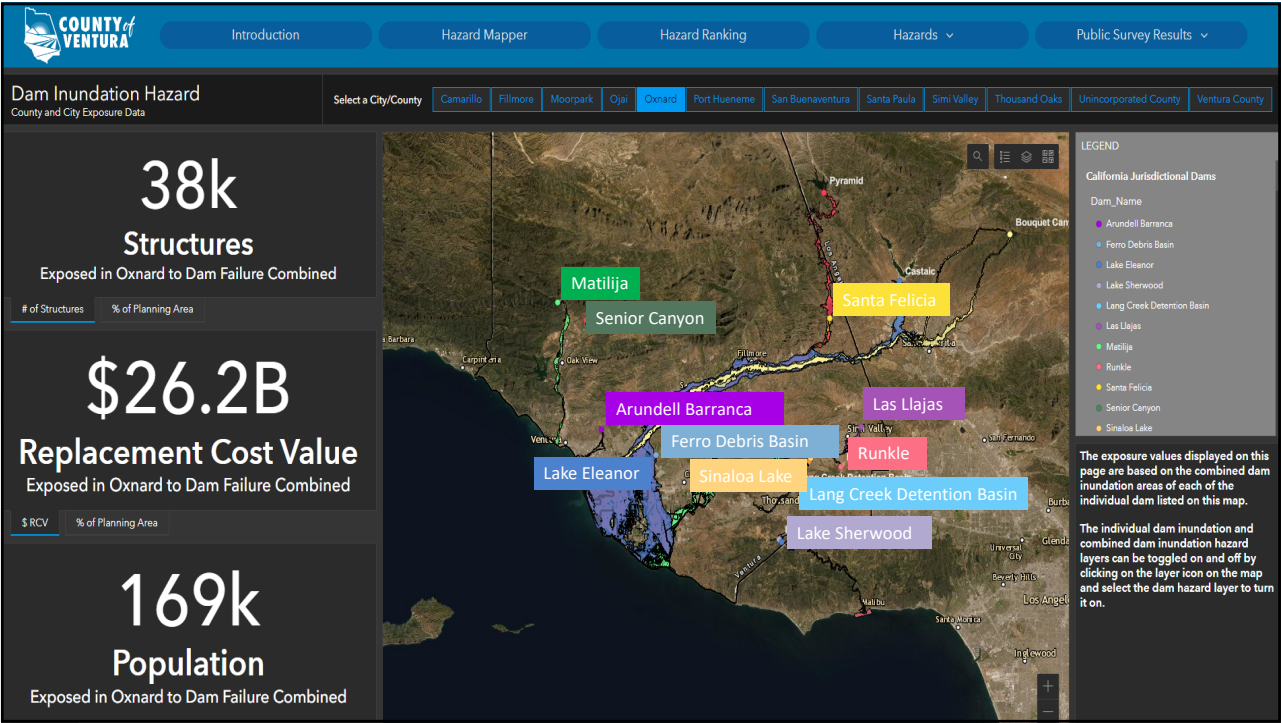
Public Service Announcement video developed by OES and VCPWA-Watershed Protection

3-week public comment period for Draft Hazard Mitigation Plan

Interactive StoryMap on [Ventura County MJHMP Update 2021 \(arcgis.com\)](#)

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Questions?



## Resolution 2022-35

### 3.2 A Resolution of the United Water Conservation District Board of Directors Adopting the Revised Owner's Dam Safety Program

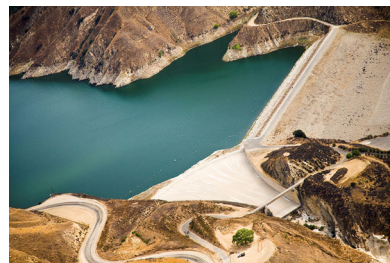


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## Owner Dam Safety Program (ODSP)

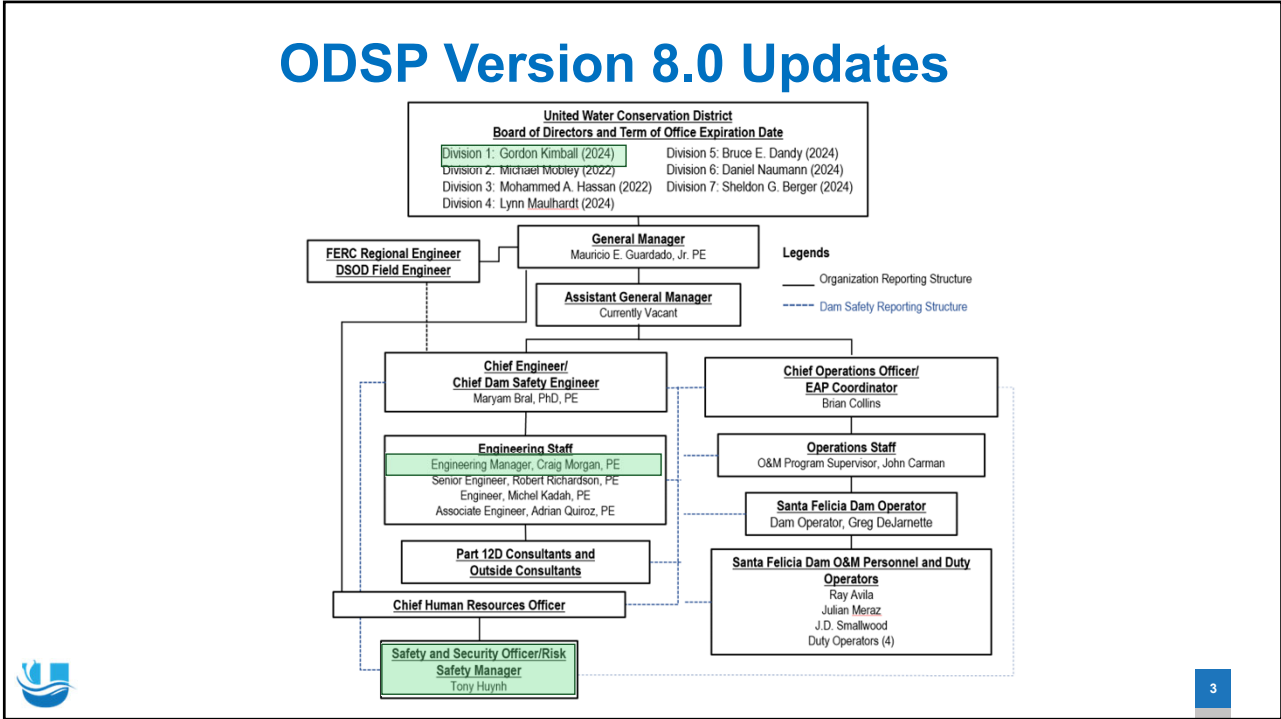
- ODSP is intended to ensure that Board of Directors, General Manager, District's employees, agents, and consultants have a complete understanding of, and a constant awareness of the need to fully comply with all necessary dam safety measures and requirements.
- Requires 5-year external audit
- FERC regulated document



2

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ENGINEERING DEPARTMENT  
UPDATE

 July 7, 2022



1

## Santa Felicia Dam Safety Improvement Project

Design Work



- Design of 60% Outlet Works and 30% Spillway – Ongoing
- Staff review of 15 TMs prior to the due dates between July and August in preparation of the 6th BOC Meeting in September


Biological Assessment Report

- Staff is planning to submit the draft BA to FERC by end of July

WIFIA Loan Application (\$64M)

- Presentation to the WIFIA loan underwriter on June 22 to facilitate the loan application review by the WIFIA Program Team





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# Dam Safety and Regulatory Compliance

## DSOD Dam Inspection

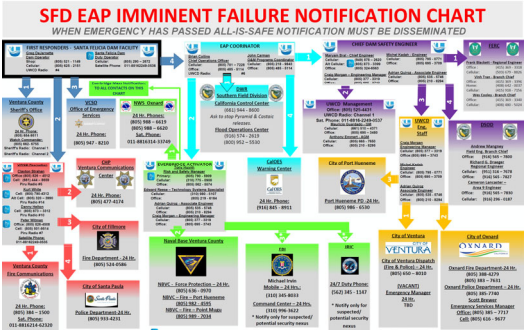
- ✓ successfully completed on June 23<sup>rd</sup>

## Annual Call Down Drill

- ✓ Exercise successfully completed on June 28<sup>th</sup>

## Preparation for Condor Point Construction

- ✓ Contractors Job walk on June 27<sup>th</sup>



# Iron and Manganese Treatment Facility

- ✓ 236 of 298 Submittals Approved
- ✓ DCIP Grant – Qtrly Report submitted on June 30<sup>th</sup>
- ✓ Washwater Recovery Tank Slab Completed
- ✓ Filter Drain Sump completed
- ✓ 8" SL Drain completed
- ✓ Raw Water and Bypass Metering Vaults completed







## Extraction Barrier and Brackish Water Treatment Project

Staff is preparing for the SWRCB Prop 1 R3 GWGP Implementation Grant Application by July 15.

- ❑ Request for Letters of Support
  - Farm Bureau
  - CoLAB
  - City of Port Hueneme
  - NBVC
- ❑ Meeting with DDW on June 22
- ❑ Meeting with RWQCB on June 30

Supervisor Carmen Ramirez was debriefed on the Project during her visit to Naval Base Ventura County on June 15th



5

## PTP Recycled Water Connection – Laguna Road

- ❑ Coordination meeting with PVCWD and MKN on June 7
  - ✓ Discussed hydraulic analysis model for the two pipelines
  - ✓ Initiated preliminary discussions on an agreement between PV and United
- ❑ Proposed pipeline alignment plans are drafted
- ❑ New PT reservoir booster pump will be incorporated in the hydraulic modeling



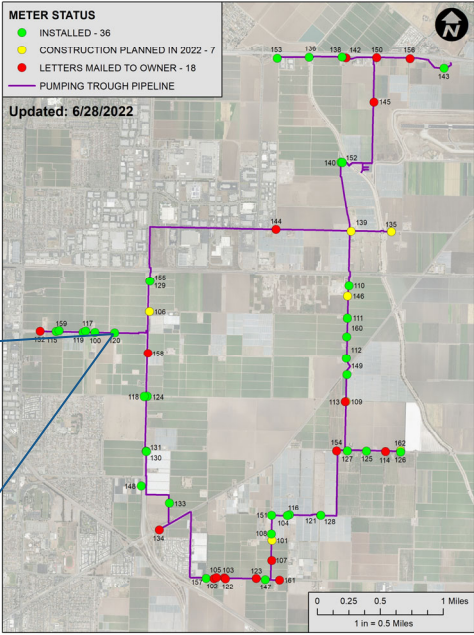

Laguna Rd Looking East



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## PTP Metering Improvement


- ❑ Total number of meters installed: 36 of 61 or 59.01% complete.
- ❑ Easement acquisition completion: 22 of 42 or 52.4% complete.
- ❑ 1<sup>st</sup> battery powered meter at turnout # 120 installed on June 7. Other sites with no power or solar panel will receive battery powered meters.
- ❑ Staff has requested DWR for a two-year extension for grant completion.





7

## Public Outreach

- ❑ Presentation to the Fillmore and Piru Basins Pumpers Association on June 14
- ❑ Staff has been invited to present the SFD Safety Improvement Project to the Society of American Military Engineers on July 14



**Santa Felicia Dam**  
**Safety Improvement Project**  
**Fillmore Basin and Piru Basin Pumpers Association Meeting**  
Maryam Bral, Ph.D., P.E., Chief Engineer  
June 14, 2022



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QUESTIONS



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# ENVIRONMENTAL SERVICES DEPARTMENT UPDATE

July 7, 2022



1

## Department Summary Updates

- Freeman Sediment Management – Permit Extension
- CESA - Request for Incidental Take Coverage for Santa Felicia Project
- Pulsed Flow Study in Middle Piru Creek – Results
- Building Partnerships
  - Department of Water Resources
  - U.S. Fish and Wildlife Service
  - USGS



2



QUESTIONS





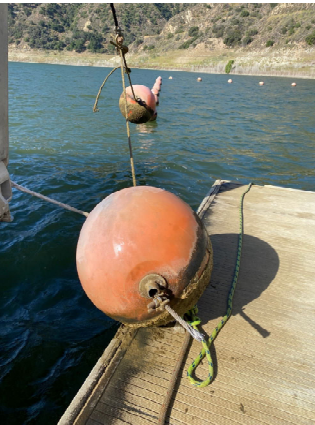
# OPERATIONS AND MAINTENANCE DEPARTMENT UPDATE

July 7, 2022



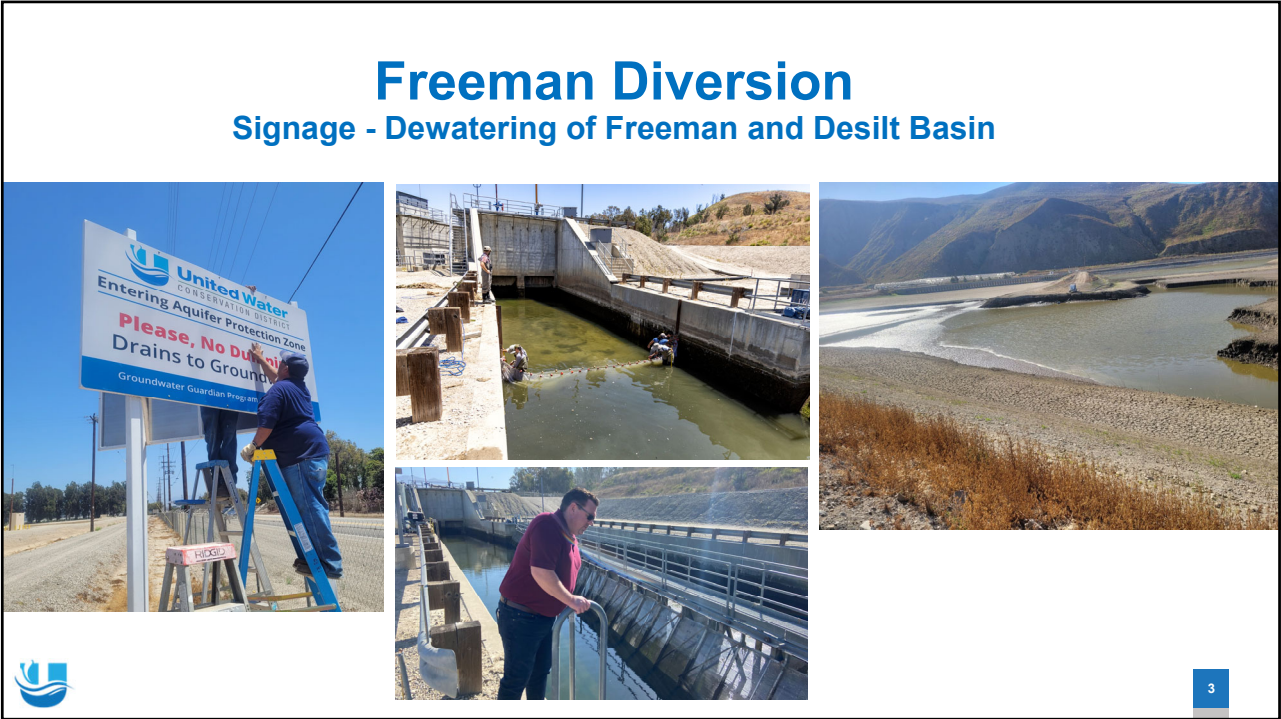
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## Santa Felicia Dam DSOD Inspection - Buoy Repair - Lisk Ranch



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# Streamlined Approach

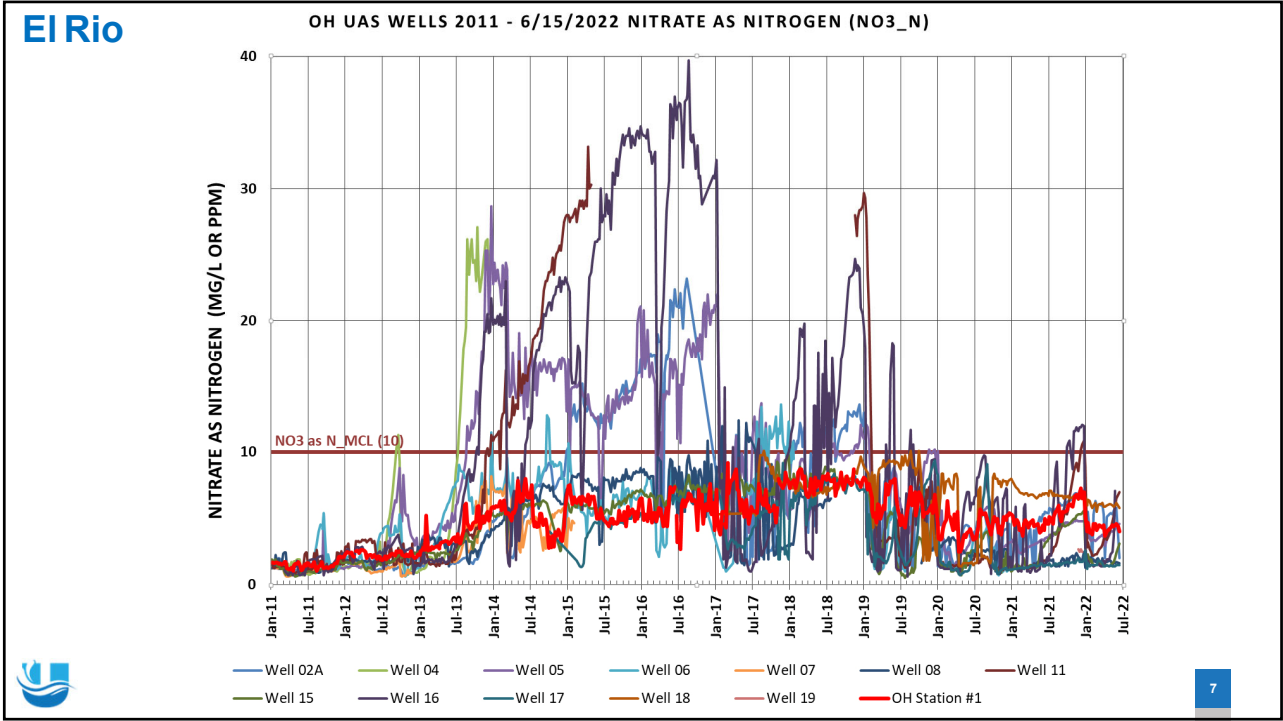
**Project Strategy Shift – 2 Phases**

**Phase 1**

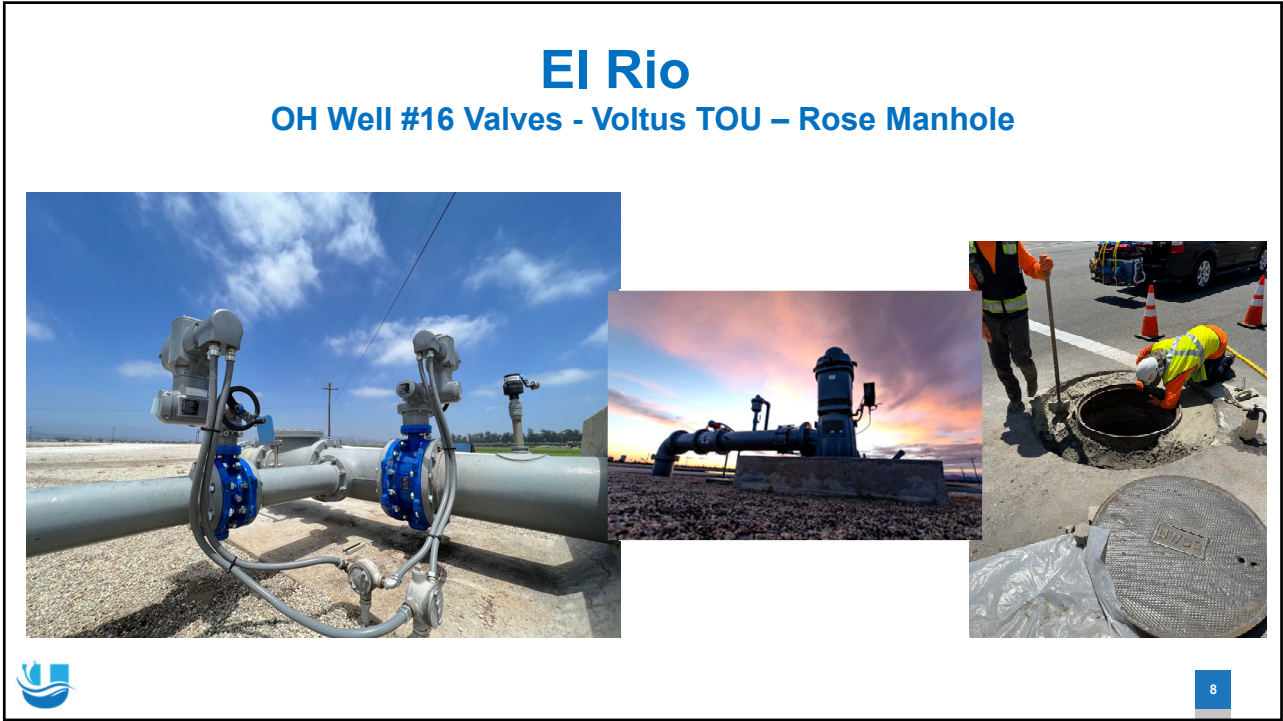
*Take advantage of current dry conditions:*

- Avoid water completely
- Reduce complexity of analysis
  - Single event

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# Electrical and Instrumentation

Booster Plant Power Feed - PTP Meter



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# Physical Modeling



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A side-by-side comparison of a hydraulic model. The left image shows a higher water level and more turbulent flow, while the right image shows a lower water level and smoother flow. Both images show a channel with a central structure and side walls. The water is a light green color, and the channel bed is brown. The text "600 cfs vs. 300 cfs" is centered below the images.

**IOWA** IIHR – HYDROSCIENCE & ENGINEERING

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11

A side-by-side comparison of a hydraulic model. The left image shows a higher water level and more turbulent flow, while the right image shows a lower water level and smoother flow. Both images show a channel with a central structure and side walls. The water is a light green color, and the channel bed is brown. The text "300 cfs vs. 150 cfs" is centered below the images.

**IOWA** IIHR – HYDROSCIENCE & ENGINEERING

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### **Staff Report**

**To:** UWCD Engineering and Operations Committee

**Through:** Mauricio E. Guardado, Jr., General Manager

**From:** Maryam Bral, Chief Engineer  
Robert Richardson, Senior Engineer

**Date:** August 24, 2022 (September 1, 2022, Meeting)

**Agenda Item:** 3.1 Phase 1A License Agreement with U.S. Navy for the Extraction Barrier and Brackish Water Treatment Project – Phase 1A  
**Board Motion**

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#### **Staff Recommendation:**

The Committee will consider recommending to the full Board approval of motion item authorizing the General Manager to enter into a License Agreement with U.S. Navy for Phase 1A of the Extraction Barrier and Brackish (EBB) Water Treatment Project at Naval Base Ventura County, Point Mugu.

#### **Background:**

In 2019, the District started discussions with the U.S. Navy on an EBB Water Treatment Project to be located at Naval Base Ventura County (NBVC), Point Mugu. The District is currently developing the Project, that involves the construction of a groundwater extraction barrier to prevent and draw-back the advancement of seawater intrusion near the Mugu submarine canyon in the Oxnard basin, which has been designated as a critically over-drafted basin by the California Department of Water Resources (DWR). Groundwater extraction will accomplish two primary objectives: (1) alter groundwater gradients to restore flow direction back towards the coast, and (2) initiate saline and brackish groundwater cleanup in the Oxnard basin associated with seawater intrusion events first detected in the 1930s.

The Phase 1 project involves the construction of up to seven (7) groundwater extraction wells in the Oxnard and Mugu aquifers of the Oxnard basin that will extract up to 3,500 acre-feet per year (AFY) and be located as close to the coast as practical. Monitoring wells will also be installed in the project area to assess groundwater gradients and water quality. Future phases of the project will include construction of additional groundwater extraction wells, water treatment, potable and non-potable water distribution pipelines, and brine disposal.

The EBB Water Treatment project is uniquely located at NBVC Point Mugu and the U.S. Navy will have first access to treated water supplies under future phases. The District is currently working with the U.S. Navy on a Memorandum of Understanding (M.O.U.) that will broadly assign roles and responsibilities for the project development, implementation, operation and

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**Agenda Item 3.1      Phase 1A License Agreement with U.S. Navy for the Extraction Barrier and Brackish Water Treatment Project – Phase 1A  
Motion**

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maintenance of the project. The M.O.U. will also enable the District and the U.S. Navy to execute out-grant easements for the construction, operation, and maintenance of future facilities. District staff anticipates this M.O.U. will be executed in 2023.

**Discussion:**

This license agreement for Phase 1A (exploration phase) provides the District with access to NBVC, Point Mugu for various activities to support planning, design, and permitting efforts related to the Phase 1B (demonstration phase) project. Specifically, the license agreement will provide site access for District staff and its consultants and allow for land surveying, geotechnical exploration, and environmental surveying activities. Phase 1A is distinct from Phase 1B in that it does not involve any ground disturbing activities except for geotechnical exploration work. This license agreement will be in effect through September 30, 2025, which coincides with the anticipated construction completion of the Phase 1 project and the license agreement can be amended as needed.

**Fiscal Impact:**

There is no significant cost associated with execution of this license agreement. There is \$2 million budgeted in the FY 2022-23 Capital Improvement Project budget designated for staff time, design, surveying, geotechnical, environmental documentation and permits.

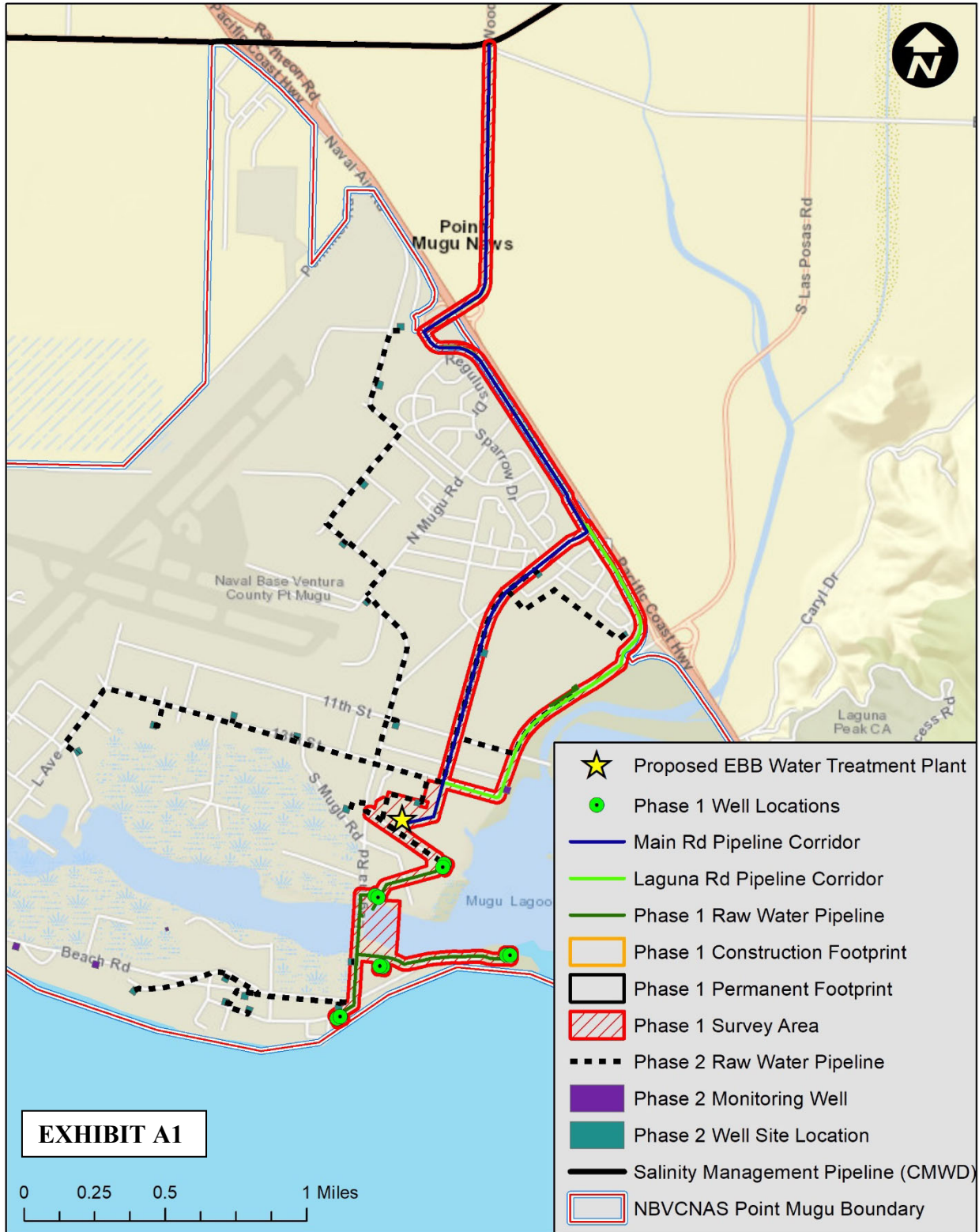
**Attachment:**

Attachment A – Draft License for Non-Federal Use of Department of the Navy Real Property (License No: N62473-22-RP-00145)

<b>LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY</b>  THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.		<b>1a. WORK ORDER NO: 1739146</b>  ALL CORRESPONDENCE MUST REFERENCE:  <b>1b. FILE NO:12001</b>  <b>1c. LICENSE (CONTRACT) NO: N62473-22-RP-00145</b>	
<b>2. PROPERTY LOCATION</b> <i>(Installation Name and Address)</i> NAVAL BASE VENTURA COUNTY POINT MUGU, CALIFORNIA		<b>3. DATES COVERED</b> <b>FROM:</b> 15 SEP 2022 <b>THROUGH:</b> 30 SEP 2025 Provided Licensee has delivered the required insurance certificates to the Licensor.	
<b>4. DESCRIPTION OF PREMISES</b> <i>(Room and building numbers where appropriate)</i> "PROJECT AREA" SHOWN ON <b>EXHIBIT A</b> , ATTACHED HERETO AND INCORPORATED INTO THIS LICENSE IN BLOCK 9			
<b>5. PURPOSE AND USE AUTHORIZED</b> <i>(Specific use, times and recurring/part-time basis, and land use controls)</i> Ingress/egress for land surveying, geotechnical exploration and environmental surveying in support of United Water Conservation District's project Exploration and Development Phase for the proposed Extraction Barrier and Brackish Water Treatment project. The Scope of Work for this License agreement is provided in "Exhibit B". No construction, additional ground disturbance, nor any additional use other than the use authorized in this Section is permitted under this License. Refer to clause 17, Environmental Condition of Property, for Natural Resource, Archaeologist and Native American Monitoring requirements.			
<b>6. LICENSOR</b> UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		<b>6a. NAVY/USMC LOCAL REPRESENTATIVE</b> <i>(Name, Title, Address, Telephone, Email)</i> MR. BRIAN OLSON, NBVC Facilities Management Director (805) 989-1571 (brian.f.olson3.civ@us.navy.mil) MR. NATHAN JACOBSEN, NBVC Water Program Manager (805) 982-3983 (nathan.j.jacobsen.civ@us.navy.mil)	
<b>7. LICENSEE</b> <i>(Name, Address, Telephone Email)</i> UNITED WATER CONSERVATION DISTRICT 1701 NORTH LOMBARD STREET, SUITE 200 OXNARD, CA 93030 (805) 525-4431, <a href="mailto:info@unitedwater.org">info@unitedwater.org</a>		<b>7a. LOCAL REPRESENTATIVE OF LICENSEE</b> <i>(Name, Title, Address, Telephone, Email)</i> MAURICIO E. GUARDADO, JR., General Manager 1701 North Lombard St, Suite 200 Oxnard, CA 93030 (805) 695-3480, <a href="mailto:mauriciog@unitedwater.org">mauriciog@unitedwater.org</a>	
<b>8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE</b>			
<b>a. AMOUNT</b> <i>(Each payment)</i>  N/A	<b>b. FREQUENCY</b> <b>PAYMENTS DUE</b>  N/A	<b>c. FIRST DUE DATE</b>  N/A	<b>d. SEND PAYMENT TO:</b> <i>(Name and Mailing Address)</i>  N/A
<b>9. EXHIBITS: The following are attached and incorporated into this License -</b> <b>A. MAP/DRAWING/OTHER DESCRIPTION OF LICENSED PREMISES</b> <b>B. SCOPE OF WORK</b> <b>C. GENERAL PROVISIONS</b> <b>D. ENVIRONMENTAL CONDITION OF PROPERTY – TO BE ATTACHED</b> <b><del>D. JOINT INSPECTION AND INVENTORY REPORT (NON ENVIRONMENTAL) – TO BE ATTACHED</del></b>			

10. EXECUTION OF LICENSE			
<b>FOR THE SECRETARY OF THE NAVY</b>	<b>NAME:</b>  LINDSEY E. GREEN Real Estate Contracting Officer	<b>SIGNATURE:</b>	<b>DATE:</b>
	<b>NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT:</b>		
<b>LICENSEE I represent that I am authorized to bind Licensee</b>	<b>NAME:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>

## EXHIBIT A1



## EXHIBIT A2





## EXHIBIT B

### SCOPE OF WORK

United Water Conservation District (UWCD or District) is developing its Extraction Barrier and Brackish Water Treatment (EBB Water) Project which includes the construction of groundwater extraction wells for seawater intrusion control, and various pipeline facilities (raw water, treated water, brine disposal), and desalination treatment facilities. The various phases of construction activities are outlined in **Table 1**. This license agreement for Phase 1A (exploration phase) provides UWCD with access to Naval Base Ventura County (NBVC) Point Mugu for various activities to support planning, design, and permitting efforts related to Phase 1B (demonstration phase) project. The Phase 1B project includes the installation of up to ten (10) groundwater extraction wells (co-located sites with groundwater extractions from different aquifers), raw water pipelines, and a temporary discharge of pumped groundwater to the Mugu Lagoon. The intent is to temporarily discharge pumped groundwater at or near the points shown in Exhibit A, but is subject to change as planning, design, and permitting efforts progress in Phase 1A.

**Table 1 - EBB Water Treatment Project Phasing**

Phase and Implementation Year (estimated)	This license agreement	Future agreement, or real-estate action	
Activity	Phase 1A Exploration Phase (2022-2025)	Phase 1B Demonstration Phase (2023-2025)	Phase 2 Build-Out Phase (2024-2027)
Monitoring Wells	P/D	C	C
Extraction Wells	P/D	C	C
Raw Water Pipelines	P/D	C	C
Temporary Point of Discharge (Pumped Groundwater)	P/D	C	--
Brine Disposal Pipelines	P/D	P/D	C
Desalination Treatment	P/D	P/D	C
Treated Water Distribution	P/D	P/D	C

Notes:

1. C – Construction
2. P/D – Planning/Design

#### TASK 1 – SITE ACCESS

This task establishes the District’s right-of-access including its consultants and contractors to conduct all Phase 1A activities outlined in Tasks 1 through 4 of this license agreement including:

- Ingress/egress for District staff and the District’s consultants and contractors in the “Phase 1 Survey Area” including the “500-foot Environmental Survey Zone” as shown in **Exhibit A1 & A2**.

## **EXHIBIT B**

- Ability to apply for and obtain multi-day Visitor Passes or Defense Biometric Identification System (DBIDS) for District staff and District consultants.
- District staff may include members from the following departments:
  - Administration
  - Engineering
  - Water Resources
  - Environmental Services
  - Operations and Maintenance
- District's consultants and contractors may include:
  - Land surveyor
  - Hydrogeologist
  - Geotechnical exploration drilling contractor
  - Environmental scientists
  - Engineers (Civil, Geotechnical, Mechanical, Electrical, Traffic)
  - Underground Service Alert for utility markings
  - Traffic Control contractor
  - Other consultants and contractors, as necessary.

NBVC staff will provide support in determining and issuing site clearances within five (5) working days to conduct the work outlined in Tasks 2 through 4 including, but not limited to, clearances for Unexploded Ordnance (UXO) areas and potential ground or groundwater contamination sites. There are several known Installation Restoration Program (IRP) sites, Per- and Polyfluoroalkyl (PFAS) Substances sites, Munitions Response Program (MRP) sites, and Underground Storage Tank (UST) sites that have been identified and delineated at NBVC Point Mugu. NBVC staff will provide information identifying all known or potential ground or groundwater contamination sites in the "Phase 1 Survey Area" including the "500-foot Environmental Survey Zone" as shown in Exhibit A.

### **TASK 2 – LAND SURVEYING**

The District or District's consultants will perform work related to land surveying for the purposes of planning, designing, and permitting groundwater monitoring wells, groundwater extraction wells, pipelines, temporary discharge points, and treatment facilities. Activities performed under this task include:

- Set boundary or right-of-way monuments and references
- Establish all horizontal and vertical points and contours
- Topographic mapping which may include one or more of the following methods:
  - Laser Imaging, Detection, and Ranging (LiDAR) aerial surveys
  - Photogrammetric aerial surveys
  - Bathymetric surveys
  - Global Positioning System (GPS) ground surveys
  - Total Station ground surveys

## **EXHIBIT B**

- Collection of above-ground features such as pavement, curb and gutter, signs, traffic controls, fencing, bridges, channels, concrete pads, and structures.
- Collection of above ground and below ground utility features:
  - Communications
  - Drainage
  - Electric
  - Fire suppression
  - Gas
  - Irrigation
  - Lighting
  - Sewer
  - Water, including an investigation into the Navy's water treatment and distribution system for potential connection points.
  - Other utilities that need to be considered as part of planning and design efforts
- Sub-surface utility detection or field markings
- Potholing of existing utilities by minimally invasive methods (e.g. vacuum excavation). All ground will be restored to its original condition.
- Locating geotechnical borings and test pits

### **TASK 3 – GEOTECHNICAL EXPLORATION**

The District or District's consultants will perform work related to geotechnical exploration for the purposes of planning, design, and permitting groundwater monitoring wells, groundwater extraction wells, pipelines, temporary discharge points, and treatment facilities. Activities performed under this task include:

- Borings will be advanced using a hollow-stem auger.
- Soil samples will be collected using the Standard Penetration Test (SPT) and Modified California samplers.
- Some borings may be completed as temporary groundwater monitoring wells in the shallow perched aquifer zone.
- Borings in undeveloped areas will be backfilled with bentonite grout to within about 5 feet of the ground surface. Clean soil or gravel will be used to complete the borings to the surface. Borings in pavement areas will be patched with rapid-set concrete dyed black.
- Excess soil and water removed from the borings will be containerized in 55-gallon Department of Transportation (DOT) approved drums. The soil and water will be environmentally tested before the contents are hauled off and disposed of at an appropriate facility per the Navy's preference and in compliance with all applicable laws and regulations. Drums will be staged in an area agreeable to the Navy and disposed of by the Navy.
- Test pits may be excavated and sampled for characterization of shallow soils.
- Existing utilities in the area will be marked and Underground Service Alert will be contacted before borings commence.
- Traffic control will be provided as needed.



## EXHIBIT B

### TASK 4 – ENVIRONMENTAL SURVEYING

The District or District’s consultants will perform work related to environmental surveying for the purposes of planning, designing, and permitting groundwater monitoring wells, groundwater extraction wells, pipelines, temporary discharge points, and treatment facilities. The purpose of this task is information gathering to support permitting efforts for future phases and to satisfy California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) requirements related to the Project.

- The potential permits involved in future phases of this Project include, but are not limited to:
  - Clean Water Act (CWA) Section 404 (Dredge and Fill)
  - CWA Section 401 (Water Quality Cert)
  - CWA Section 402 (NPDES)
  - Coastal Zone Management Act/ California Coastal Act
- The area for environmental surveying is in the “500-ft Environmental Survey Zone” including the “Phase 1 Survey Area” as shown in Exhibit A.
- Site-specific biological surveys will be completed to supplement and update, as appropriate, the existing information in the INRMP<sup>1</sup>. General biological reconnaissance surveys will be completed for wildlife species, primarily to document the available habitat within the area for environmental surveying to document suitability for target special-status species. Reconnaissance surveys will also include vegetation mapping/confirmation and focused botanical surveys to document and inventory the plant species within the project site(s). Protocol-level surveys for listed species are not anticipated at this time.
- A separate wetland delineation/ confirmation will be completed, again to supplement/ update the existing information in the INRMP<sup>1</sup>. Additional data in the form of wetland delineation sampling points may be collected based on the conditions encountered (i.e., if wetland conditions are suspected outside of a currently mapped wetland).
- Cultural and paleontological pedestrian field surveys will be completed, again to supplement/ update the existing information in the INRMP<sup>1</sup>. The surveys would primarily be completed to identify any previously undiscovered resources as well as to confirm site conditions are consistent with those documented in the INRMP<sup>1</sup>.

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<sup>1</sup> “Final Integrated Natural Resources Management Plan (INRMP) for Naval Base Ventura County Point Mugu and Special Areas.” Tetra Tech, Inc. March 2019.

## **EXHIBIT B**

- Additional surveys may be required to satisfy the purpose of this task including, but not limited to:
  - Aesthetics
  - Air Quality
  - Geology/Soils
  - Hazardous Materials
  - Hydrology/Water Quality Sampling
  - Groundwater Sampling
  - Noise
  - Utilities and Service Systems
- NBVC specific requirements related to the military installation and operation will be provided.

## EXHIBIT "C"

## GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. USE OF AND ACCESS BY LICENSEE. The Licensor grants to the Licensee the right to use the premises or facilities described in block 4 and **Exhibit "A"** ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. The Licensee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the Installation under the RAPIDGATE or similar program. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commanding Officer.

2. TERM. This License shall be effective for the period stated in block 3 and is revocable at any time without notice at the option and discretion of the Licensor or its authorized representative.

3. USE OF PREMISES. The use of the Premises shall be limited to the purposes specified in block 5, and no other.

4. ASSIGNMENT/TRANSFER OF RIGHTS. This License is neither assignable nor transferable by the Licensee, and grants no interest in the real property of the Licensor.

5. UTILITIES AND SERVICES. If utilities and services are furnished to the Premises, the Licensee agrees to reimburse the Licensor for the cost as determined by the Licensor in accordance with applicable statutes and regulations.

Reimbursement for Utilities and Services			
Amount (Each Payment)	Frequency Payments Due	First Due Date	To (Mailing Address)
Utilities / Services Furnished Are: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Electricity             </div> <div style="width: 50%;"> <input type="checkbox"/> Gas/Oil             </div> <div style="width: 50%;"> <input type="checkbox"/> None             </div> <div style="width: 50%;"> <input type="checkbox"/> HVAC/ Steam Heat             </div> <div style="width: 50%;"> <input type="checkbox"/> Telephone             </div> <div style="width: 50%;"> <input type="checkbox"/> Internet             </div> <div style="width: 50%;"> <input type="checkbox"/> Water/Sewer             </div> <div style="width: 50%;"> <input type="checkbox"/> Garbage/Refuse/Recycling             </div> <div style="width: 50%;"> <input type="checkbox"/> Other:             </div> </div>			

6. PROTECTION AND MAINTENANCE OF PREMISES. The Licensee, at its own cost and expense, shall protect, maintain, and keep the Premises under its control in good order. Licensee is responsible for repairing any damage to the Premises caused by Licensee, or its agents, employees, contractors, guests or invitees.

7. IMPROVEMENTS AND RESTORATION. No additions to, or alterations of, the Premises shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

8. INDEMNIFICATION.

- a. The Licensee releases the Licensor and its employees from liability for death or injury to persons at the Premises.
- b. The Licensee, to the extent allowed by law, agrees to release and hold the Licensor and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises, regardless of any contributory fault of the Licensor.
- c. The Licensee shall indemnify and save harmless the Licensor, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.

**EXHIBIT "C"****GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

d. The Licensee agrees that the Licensor, its officers, agents and employees shall be released from all liability on all suits, claims, actions or demands in any way related to or arising under the Licensee's use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the Licensee's construction on or use of the property, or after such use has ended.

9. INSURANCE. The Licensee shall procure and keep continuously in effect during the term of this License the insurance required as follows on terms and conditions satisfactory to the Licensor, with an insurer whose rating is acceptable to the Licensor.

Insurance Required from Licensee (If any or all insurance requirements have been waived, enter "None" as appropriate)			
Type	Amount (Per Occurrence)	Type	Amount (Per State Law)
Commercial General Liability (Occurrence Policy Only) Bodily Injury (Single Limit) Property Damage Fire/Legal Liability Deductible		Worker's Compensation	

- Licensor shall be named as additional insured.
- The insurer must be authorized to write insurance in the state where the Premises is located.
- Proceeds of policies shall be made payable to "Treasurer of the United States".
- Each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement waiving the insurer's right of subrogation against the United States of America.
- No cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Licensor of written notice.
- Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to the Licensor.
- The Licensee shall provide proof of insurance to the Licensor throughout the term of this License.

The Licensee will not be allowed entry on the Premises until it first delivers a certificate or certificates of required insurance to the Licensor.

10. DAMAGE TO THE PREMISES.

a. In the event of damage, including damage by contamination, to any Government property by the Licensee, its officers, agents, servants, employees, or invitees, the Licensee, at the election of the Licensor, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensor. That obligation includes any damage discovered from the physical condition and environmental condition inspections notwithstanding the expiration or earlier termination or revocation of this License.

b. In the event that any item or part of the Premises shall require repair, rebuilding or replacement (collectively, "repair") resulting from loss or damage, the risk of which is assumed under this License, the Licensee shall promptly give notice to the Licensor and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensor for any loss or damage within thirty (30) days of receipt of a statement, or repair the lost or damaged item or items of the Premises, as the Licensor may elect. If the cost of repair exceeds the liability of the Licensee for any loss or damage, the Licensee shall effect the repair if required to do so by the Licensor, and the excess of cost shall be reimbursed to the Licensee by the Licensor within thirty (30) days of receipt of a statement provided that appropriations are available for that purpose. In the event the Licensee shall have effected any repair that the Licensee is required to effect, the Licensor shall direct payment to the Licensee of so much of the proceeds of any

EXHIBIT "C"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

insurance carried by the Licensee and made available to the Licensor on account of loss of or damage to any item or part of the Premises that may be necessary to enable the Licensee to effect the repair. In the event the Licensee shall not have been required to effect the repair, and the insurance proceeds allocable to the loss or damage that has created the need for the repair have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of the proceeds.

11. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise from it; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or obtain this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Licensor the right to annul this License or in its discretion to recover from the Licensee the amount of that commission, percentage, brokerage or contingent fee in addition to the consideration for this license. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales obtained or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of acquiring business.

13. NON-DISCRIMINATION. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. Non-discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts for work under this License, except subcontracts for standard commercial supplies or raw materials.

14. APPLICABLE RULES AND REGULATIONS.

a. All activities authorized under this License shall be subject to rules and regulations regarding supervision or otherwise, that may, from time to time, be prescribed by the local representative of the Licensor.

b. Upon request, the Licensee shall submit to the Licensor evidence of compliance with local, state, and Federal environmental laws and regulations.

15. FEDERAL FUNDS. This License does not obligate the Licensor to expend any appropriated funds. Nothing in this License is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

16. STORAGE OF TOXIC OR HAZARDOUS CHEMICALS. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Licensor in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Licensor authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this License. Any such approved storage, treatment, or disposal of toxic or hazardous material by Licensee on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with the best interest of national defense as determined by the Secretary of the Navy and applicable law and regulations. As and to the extent caused by or attributable to the Licensee, Licensee shall have continued financial and environmental responsibility or liability for any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or hazardous material within the Premises. Licensee will manage, control and dispose of its hazardous waste and hazardous materials in accordance with Federal, state, and local laws. In addition, Licensee shall implement the environmental requirements of applicable facility plans including but not limited to Spill Plans, Emergency Response Plans, and Hazardous Waste Management Plans. In the event the

EXHIBIT "C"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

Licensor approves the storage, treatment, or disposal of toxic or hazardous materials, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs.

17. ENVIRONMENTAL CONDITION OF PREMISES. **Exhibit "C"**, Environmental Condition of Property, sets forth the existing environmental condition of the Premises as represented by a baseline survey conducted by the Licensor. Licensee is hereby made aware of the notifications contained in **Exhibit "C"** and shall comply with all restrictions set forth therein.

18. ~~JOINT INSPECTION AND INVENTORY REPORT (NON ENVIRONMENTAL)~~. ~~A Joint Inspection and Inventory Report (JIIR) has been conducted by representatives of the Licensor and the Licensee documenting the condition of the Premises. The report is attached to this License and made a part hereof as **Exhibit "D"**. The Premises shall be delivered to the Licensee on an "As Is, Where Is" basis, and, as such, Licensor makes no warranty relative to the Premises as to its usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified and listed as such in the JIIR shall be corrected at the Licensee's expense prior to use and occupancy of the relevant portion of the Premises. Such safety and/or health hazards shall be limited to those identified in the JIIR. In the event this License is terminated and the parties have not agreed to enter into a new License, or another agreement, Licensee shall return the Premises to the Licensor in the same condition in which it was received, reasonable wear and tear and Acts of God excepted. Licensee may, at its expense and with prior written approval of the Licensor: (a) replace any personal property with personal property of like kind and utility, (b) replace any personal property in a good and workmanlike manner, and (c) dispose of any worn out, obsolete or non-functioning personal property, in accordance with applicable laws and regulations. Licensor shall not unreasonably withhold or delay granting its approval to Licensee's request for such actions.~~

19. ADMINISTRATIVE COSTS. At the termination or expiration of this License, at the Licensor's discretion, Licensee shall be responsible for administrative costs associated with completing a final inspection of the premises and updating the Environmental Condition of Property.

20. NOTICES. Correspondence concerning this License shall be provided to both the Local Representative identified in Block 6a. and the Real Estate Contracting Officer identified in Block 10.

21. STATEMENT OF COMPLIANCE. Pursuant 10 U.S.C. § 2662:

a. This license is not subject to the requirements of this section; or,

b. ~~This license is subject to the requirements of this section and said requirements have been met.~~

22. ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this License, the following provisions were added, modified or deleted:

Provision 17 has been deleted

Provision 21.b has been deleted.





**NAVAL BASE VENTURA COUNTY**  
**ENVIRONMENTAL CONDITION OF PROPERTY SITE INSPECTION**  
**LESSEE FOR PROJECT DEVELOPMENT AT VARIOUS POINT MUGU LOCATIONS**  
**AUGUST 2022**

---

**A. INTRODUCTION**

A site inspection of the subject property was conducted on August 09, 2022, by Nathan Jacobsen of the NBVC Environmental Division. The subject property includes operational and utility easements within Naval Base Ventura County (NBVC), Point Mugu. The purpose of the site inspection was to document the environmental condition of property prior to NBVC issuance of an out-grant license to the LESSEE for project development (studies, surveys, and exploration) activities at NBVC, Point Mugu. Section B, contains a brief description of the subject property. Section C, contains the subject property site inspection findings. Section D, contains notifications, restrictions, and/or land use controls for any site inspection findings. Section E, contains the general base location map, site aerial maps, and the subject property quarter mile buffer map. Section F, contains photographs taken during the site inspection.

**B. SUBJECT PROPERTY DESCRIPTION**

**B.1. Various parcels within NBVC (see Exhibit A)**

There are no buildings associated with the proposed license agreement. All activities are planned in areas with natural vegetation or open space within developed areas. Current and future land use for this area is: Open space, recreation, RDAT&E, maintenance/production, pavement, and utility easements.

**C. SUBJECT PROPERTY SITE INSPECTION FINDINGS**

- No unusual odors were noted.
- No hazardous materials were observed to be used or stored on the subject property.
- No Petroleum, Oil, or Lubricant (POL) products were observed to be used or stored on the subject property.
- No hazardous wastes, universal wastes, or other solid wastes were observed on the subject property.
- No staining on asphalt or concrete.
- Minor cracking of asphalt and concrete on roadways within the subject property.
- No improper disposal or dumping of solid waste or refuse garbage was observed on the subject property exterior grounds.
- No visible evidence of stained soils, stressed vegetation, or wildlife was observed on the subject property exterior grounds.
- No general safety conditions that could present a visible risk were observed on the subject property.

**D. NOTIFICATIONS, RESTRICTIONS, AND/OR LAND USE CONTROLS**

- Specific sites for exploration and studies is in development pending the license agreement. Geotechnical/subsurface exploration will require a NBVC dig permit which outlines site specific requirements for cultural and natural resources (CR/NR) and installation restoration restrictions (unexploded ordinance, etc.). As needed, other studies that require subsurface exploration will also require a dig permit.

**E. SUBJECT PROPERTY MAPS**

See Exhibit A of the Real Estate License Agreement

**F. SUBJECT PROPERTY SITE INSPECTION PHOTOGRAPHS**

See Photos 1-19 on the following pages.



NAVAL BASE VENTURA COUNTY  
ENVIRONMENTAL CONDITION OF PROPERTY SITE INSPECTION  
LESSEE FOR PROJECT DEVELOPMENT AT VARIOUS POINT MUGU LOCATIONS  
AUGUST 2022

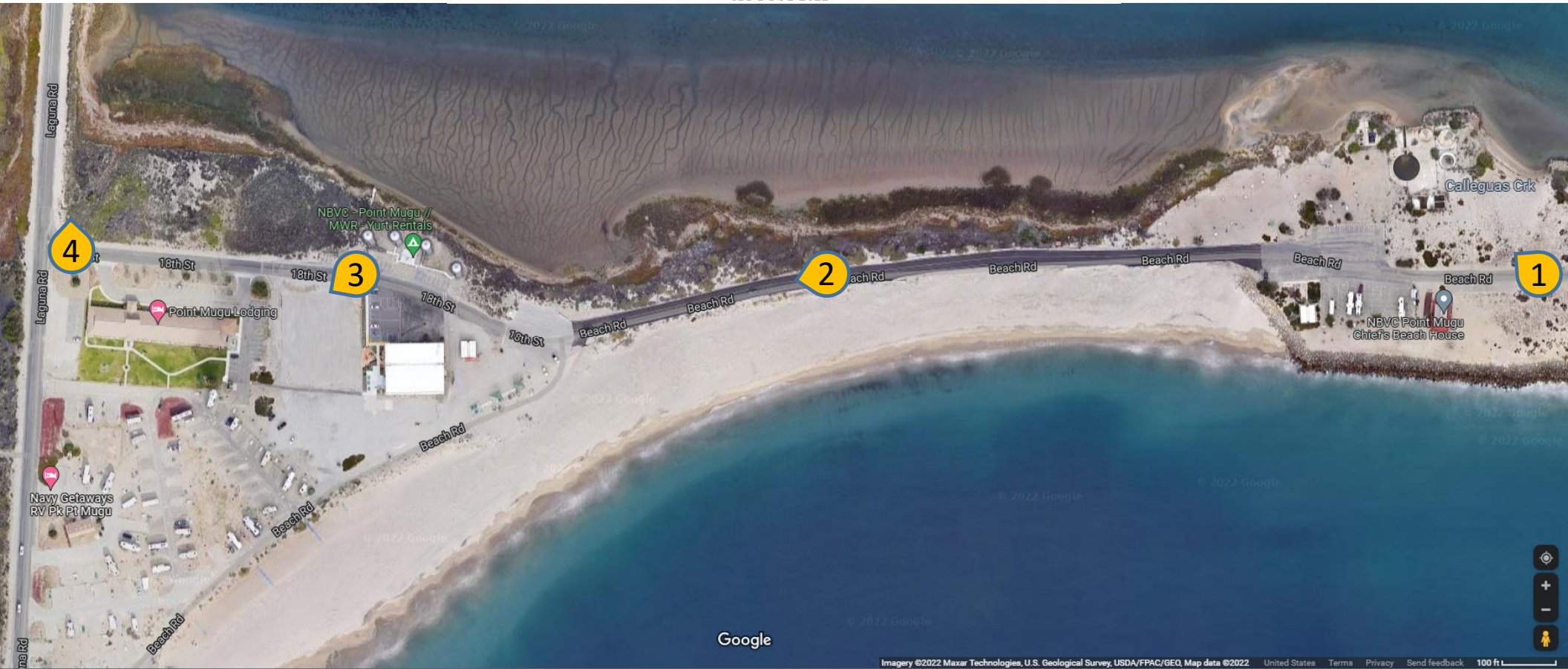


Photo 4 – Intersection  
of Laguna Rd and 18th



Photo 3 – Open Lot East  
of MWR lodge.



Photo 2 – Beach Rd



Photo 1 – East end of  
Beach Road







NAVAL BASE VENTURA COUNTY  
ENVIRONMENTAL CONDITION OF PROPERTY SITE INSPECTION  
LESSEE FOR PROJECT DEVELOPMENT AT VARIOUS POINT MUGU LOCATIONS  
AUGUST 2022



Photo 5 – Open lot southeast of 20th



Photo 6 – Beach Rd and open space







NAVAL BASE VENTURA COUNTY  
**ENVIRONMENTAL CONDITION OF PROPERTY SITE INSPECTION**  
LESSEE FOR PROJECT DEVELOPMENT AT VARIOUS POINT MUGU LOCATIONS  
AUGUST 2022



Photo 9 – Open space and  
PWD Maintenance Area



Photo 7 – Laguna Rd, open  
space and PWD Maint. Area



Photo 8 – Open space and  
PWD Maintenance Area







NAVAL BASE VENTURA COUNTY  
**ENVIRONMENTAL CONDITION OF PROPERTY SITE INSPECTION**  
LESSEE FOR PROJECT DEVELOPMENT AT VARIOUS POINT MUGU LOCATIONS  
AUGUST 2022

Photo 10 – Dump Rd and open space



Photo 11 – Dump Rd and open space



Photo 12 – Service road to a utility area







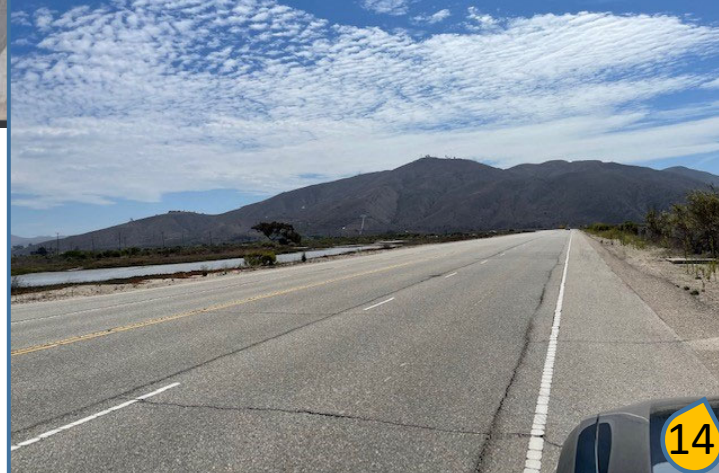
NAVAL BASE VENTURA COUNTY  
**ENVIRONMENTAL CONDITION OF PROPERTY SITE INSPECTION**  
LESSEE FOR PROJECT DEVELOPMENT AT VARIOUS POINT MUGU LOCATIONS  
AUGUST 2022



Photo 13 – 13<sup>th</sup> St and Main Rd



Photo 13 – 13<sup>th</sup> St and Main Rd







NAVAL BASE VENTURA COUNTY  
ENVIRONMENTAL CONDITION OF PROPERTY SITE INSPECTION  
LESSEE FOR PROJECT DEVELOPMENT AT VARIOUS POINT MUGU LOCATIONS  
AUGUST 2022



Photo 16 – Naval Air Road outside  
Los Posas Gate



Photo 15 – Los Posas Road prior to  
Los Posas Gate







NAVAL BASE VENTURA COUNTY  
**ENVIRONMENTAL CONDITION OF PROPERTY SITE INSPECTION**  
LESSEE FOR PROJECT DEVELOPMENT AT VARIOUS POINT MUGU LOCATIONS  
AUGUST 2022

Photo 17 – Naval Air Road outside  
Main Road Gate



Photo 18 – Naval Air Road







NAVAL BASE VENTURA COUNTY  
**ENVIRONMENTAL CONDITION OF PROPERTY SITE INSPECTION**  
LESSEE FOR PROJECT DEVELOPMENT AT VARIOUS POINT MUGU LOCATIONS  
AUGUST 2022



Photo 19 – Naval Air Rd near Wood Road





**Staff Report**

**To:** UWCD Engineering and Operations Committee

**Through:** Mauricio E. Guardado, Jr., General Manager

**From:** Maryam Bral, Chief Engineer  
Michel Kadah, Engineer

**Date:** August 24, 2022 (September 1, 2022, Meeting)

**Agenda Item:** **3.2 Authorize a Contract with GEI Consultants, Inc. to Develop the 90 percent Design Phase of the Santa Felicia Dam Outlet Works Improvement Project**  
**Board Motion**

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**Staff Recommendation:**

The Committee will consider recommending approval of the motion item authorizing the General Manager to execute an agreement with GEI Consultants, Inc. in the amount of \$1,502,018.00 to Develop the 90 percent Design Phase of the Santa Felicia Dam Outlet Works Improvement Project to the full Board.

**Background:**

The existing outlet works system needs to be replaced because of concerns regarding seismic stability of the intake tower and water conveyance conduit through the dam and to mitigate ongoing accumulation of sediment in the reservoir that could potentially impact operation of the outlet works in the near future. The existing outlet works will be replaced with a new outlet works facility. The 60% design of the new outlet works will be completed in September 2022, and the design documents will be presented to the Board of Consultants (BOC) at the BOC meeting No. 6 that is scheduled to take place at the District's Headquarters on September 28-29, 2022. The new outlet works consists of an intake control facility (ICF), including a sloping intake located in the reservoir, two water conveyance conduits in a new tunnel through the left abutment, a downstream control facility (DCF), and a hydropower facility consisting of a small cross-follow turbine located within the DCF.

**Discussion:**

The current 60 percent design will be completed in September 2022. The outcome of the current 60 percent design documents will be presented to the BOC, Federal Energy Regulatory Commission (FERC), and California Department of Water Resources Division of Safety of Dams (DSOD) at the BOC meeting No. 6. It is expected that the BOC approval for the 60 percent design documents along with their recommendations to proceed with the next design phase will be received at the end of the BOC meeting No. 6.

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**Agenda Item: 3.2      Authorizing a Contract with GEI Consultants, Inc. to Develop the  
90 percent Design Phase of the Santa Felicia Dam (SFD) Outlet Works  
Improvement Project  
Motion**

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The 90 percent design phase will include additional geotechnical, structural, hydraulic, site civil, and hydropower analyses, preparation of technical specifications, advancing the 60% design plans, and preparation of the 90 percent design packet for submittal to the BOC and the agencies. The design findings will be presented at the BOC meeting No. 7, tentatively scheduled for May 2023. The future work beyond the 90% design will consist of 100 percent completion level. Staff recommends execution of the agreement with GEI.

A copy of the Professional Consulting Service Agreement detailing GEI's complete proposal, including the scope of work and deliverables, proposed fee, and the project schedule, is included in Attachment A.

**Fiscal Impact:**

The 90 percent design of the SFD Outlet Works Improvement Project is included the Fiscal Year 2022/23 budget (Account No. 051-400-81080-8002-815) and sufficient funds are available to provide \$1,502,018.00 for the contract.

**Attachment:**

Attachment A – Santa Felicia Dam Outlet Works Improvement Project – 90 percent Design Professional Services Agreement with GEI Consultants, Inc.

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on \_\_\_\_\_, 2022, by and between the **United Water Conservation District**, Ventura County, California, (hereinafter “**UNITED**”), and **GEI Consultants, Inc.**, (hereinafter “**CONSULTANT**”).

### RECITALS:

WHEREAS, UNITED desires to obtain professional engineering consultation services in connection with the **Development of 90 Percent Design Documents for the Santa Felicia Dam Outlet Works Improvement Project** (“Project”); and

WHEREAS, UNITED has selected CONSULTANT to provide such services; and

WHEREAS, CONSULTANT represents that it has the skills, experience, license, and expertise to perform these professional services for UNITED; and

WHEREAS, UNITED is desirous of engaging the services of CONSULTANT to perform these services;

NOW, THEREFORE, based on the terms and covenants set forth herein, UNITED and CONSULTANT mutually agree as follows:

### **1. EMPLOYMENT**

A. UNITED hereby employs CONSULTANT to perform and complete the professional engineering services as set forth in Exhibit “A” (“Scope of Work/Schedule of Charges”). CONSULTANT shall perform such professional services as set forth in Exhibit “A” and shall furnish or procure the use of incidental services, equipment, and facilities reasonably necessary for the completion of services.

B. Any extra work over and above that included in the Scope of Work included in Exhibit “A” shall be in compliance with Section 3D.

C. CONSULTANT represents that its services shall be performed, within the limits prescribed by UNITED, in a manner consistent with the level of care and skill ordinarily exercised by other engineering professionals under similar circumstances at the time and in the vicinity its services are performed.

D. Thomas O. Keller shall: (a) personally perform or supervise the performance of services on a day-to-day basis on behalf of CONSULTANT; and (b)

maintain direct communication with UNITED's Maryam A. Bral or designee in the performance of CONSULTANT's services.

E. CONSULTANT in the performance of services hereunder shall fully comply with any and all local, state and federal laws, regulations, ordinances, and policies applicable to its work, including any licensing laws applicable to CONSULTANT's profession and anti-discrimination laws pertaining to employment practices.

F. In the event of any conflict between the terms and conditions set forth in Exhibit A (Scope of Work/Schedule of Charges) versus those terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall govern and the conflicting terms and conditions in Exhibit A shall not apply.

## **2. TERM OF AGREEMENT**

Unless otherwise earlier terminated as specified in Section 8, this Agreement shall commence on the date set forth above and shall expire on **June 30, 2023**.

## **3. COMPENSATION**

Payment by UNITED for the consulting services shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

A. Compensation and payments to the CONSULTANT shall be as described below:

1. UNITED shall compensate CONSULTANT on a time and expenses basis not to exceed **One Million, Five Hundred and Two Thousand, and Eighteen Dollars (\$1,502,018.00)** for performing all services authorized and required by this Agreement and specified in Exhibit "A." UNITED shall compensate CONSULTANT only for actual costs incurred on a time and expenses basis, but in no event shall the total compensation be greater than the not to exceed amount above. However, the total amount paid on a time and expenses basis may be lower than the not to exceed amount above based on actual costs incurred. Payment shall be made in accordance with CONSULTANT's Schedule of Charges submitted to UNITED, included in Exhibit "A" attached and incorporated by reference herein.

2. CONSULTANT shall provide UNITED with monthly itemized invoices. Invoices shall include the categories and identities of CONSULTANT's employees performing services, a description of the services, the number of hours spent performing services, the hourly rate for each employee, CONSULTANT's actual costs and expenses, and the total amount of compensation requested by CONSULTANT for that month. Upon UNITED's request, CONSULTANT shall include with its monthly invoices a detailed verification, including accounting

records, of the work actually performed and costs and expenses incurred, along with any other documents or information reasonably requested by UNITED.

B. UNITED shall pay CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoices, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. If UNITED has reasonable grounds to believe that CONSULTANT will be unable to materially perform the services under this Agreement, or there exists or may exist a claim against CONSULTANT arising out of CONSULTANT's negligence or intentional acts, errors, omissions, or material breach of any provision of this Agreement, then UNITED may withhold payment of any reasonable amount due to CONSULTANT which is directly related to such negligence, intentional act, error, omission or material breach. No payment made under this Agreement shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance by UNITED of CONSULTANT's work.

C. CONSULTANT shall notify UNITED in writing of the need for additional services required due to the circumstances beyond the CONSULTANT's control ("Additional Services"). The CONSULTANT shall obtain written authorization from UNITED before rendering any Additional Services. Compensation for all approved Additional Services shall be negotiated and approved in writing by UNITED before such Additional Services are performed by CONSULTANT. No compensation shall be paid to the CONSULTANT for any Additional Services that are not previously approved by UNITED in writing.

D. Reimbursable expenses, if applicable, are in addition to compensation for services outlined in the Scope of Work and Additional Services, and shall be paid to the CONSULTANT in accordance with the guidelines specified on Exhibit "B". Reimbursable expenses are paid at the actual costs, without mark-ups, incurred by the CONSULTANT and the CONSULTANT's employees in conduct of Agreement activities.

#### **4. SCHEDULE OF WORK**

CONSULTANT shall complete and deliver services and deliverables to UNITED in a diligent and professional manner, in accordance with the Project schedule set forth in Exhibit "A" attached and incorporated by reference herein. Time is of the essence in CONSULTANT's performance of services hereunder.

CONSULTANT's Project Manager shall keep UNITED's Maryam A. Bral or designee informed as to the progress of work by informal reports. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.



## **5. ASSIGNMENT OF CONTRACT**

This Agreement is a professional services contract. CONSULTANT shall not assign this Agreement or any portion of the work without the prior written approval of UNITED. Any such assignment without UNITED's prior written approval shall be void. UNITED may withhold such approval for any reason in its sole discretion.

## **6. INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold UNITED entirely harmless from all liability arising out of:

1. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this Agreement; and

2. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold UNITED harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or UNITED, or any person, firm or corporation employed by the CONSULTANT or UNITED upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of UNITED, its officers, employees, agents, or independent consultants who are directly employed by UNITED. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section A3 below) that may be brought or instituted against UNITED, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against UNITED, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section A2 shall not exceed the CONSULTANT's proportionate percentage of fault; and

3. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold UNITED harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or

corporation, including UNITED, arising out of, or in any way connected with, the Project, including injury or damage either on or off UNITED property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of UNITED. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against UNITED, but rather to reimburse UNITED for attorneys' fees and costs incurred by UNITED in defending such actions or proceedings brought against UNITED, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

## **7. INSURANCE**

A. CONSULTANT shall procure and maintain for the duration of this Agreement, and for injuries which occur and claims which are made after the services herein are provided, insurance policies in accordance with the requirements set forth in Exhibit "C" attached and incorporated by reference herein. CONSULTANT shall also provide UNITED with a certificate of insurance attesting to its professional liability (errors and omissions) coverage and all required additional insured endorsements.

B. Submission of insurance certificates or endorsements or other proof of insurance shall not relieve CONSULTANT from liability under the indemnification provisions of Section 6. CONSULTANT's obligations in accordance with Section 6 shall apply whether or not such insurance policies shall have been determined to apply to any of such claims, damage, lawsuits, losses or liabilities covered by Section 6.

C. By its signature hereto, CONSULTANT certifies that it is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers compensation' or to undertake self-insurance as specified. CONSULTANT shall comply with these provisions before commencing work under this Agreement.

## **8. TERMINATION OF AGREEMENT**

### **A. Termination for Cause**

1. UNITED may terminate CONSULTANT's services for cause, whereupon this Agreement shall terminate immediately. Termination may occur regardless of whether CONSULTANT's services are completed. Any termination or special instructions from UNITED shall be made in writing.

2. Termination for cause may occur upon any of the following events: (a) CONSULTANT's material breach of this Agreement; (b) abandonment or lack of diligence in performance of the work by CONSULTANT; (c) cessation, suspension,

revocation or expiration of any license needed by CONSULTANT to provide services hereunder; (d) failure of CONSULTANT to substantially comply with any local, state or federal laws, regulations, ordinances or policies applicable to its work hereunder; (e) filing by or against CONSULTANT of bankruptcy or any petition under any law for relief of debtors; or (f) conviction of CONSULTANT or its principal representative or personnel for any crime other than minor traffic offenses.

3. Subject to the provisions of Section 3.B herein, CONSULTANT shall be paid for all approved services performed and approved expenses incurred to the date of termination for cause supported by documentary evidence, including payroll records and expense reports, up to the date of the termination. In the event of termination for cause, all damages and costs associated with the termination, including increased consultant and replacement consultant costs, shall be deducted from any payments due to CONSULTANT.

4. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 8.B below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

B. Termination Without Cause/For Convenience. This Agreement may be terminated without cause by UNITED or for UNITED's convenience upon fourteen (14) days' written notice to the CONSULTANT. In the event of a termination without cause, UNITED shall pay the CONSULTANT for all approved services performed and all approved expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports, up until the date of the notice of termination. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the CONSULTANT under this section through 50% completion of the CONSULTANT's portion of the Project and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to CONSULTANT as termination cost. This 3% is agreed to compensate the CONSULTANT for the unpaid profit CONSULTANT would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

C. In the event of termination with or without cause, CONSULTANT shall promptly provide to UNITED all Project Documents as defined in Section 9 below within five (5) calendar days from the effective date of termination. Failure to provide all Project Documents as required shall be deemed a material breach of this Agreement.

D. In the event of a dispute as to the performance of the work or an interpretation of this Agreement, or payment or nonpayment for work performed or

not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of work, but CONSULTANT's sole remedy will be to submit such controversy to determination by a court having competent jurisdiction of the dispute as required by this Agreement after the Project has been completed and not before.

## **9. PROFESSIONAL SERVICES**

A. The CONSULTANT is employed to render a professional service(s) only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

B. All plans, specifications, construction documents, data, records, files, communications, information, reports and/or other documents that are prepared, generated, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subconsultants arising from or in any way related to the services provided under this Agreement (regardless of medium, format, etc.) shall be and remain the property of UNITED ("Project Documents"). UNITED may provide the CONSULTANT with a written request for the return of the Project Documents at any time. Upon CONSULTANT's receipt of UNITED's written request, CONSULTANT shall return the requested Project Documents to UNITED within five (5) calendar days. CONSULTANT may make copies of the work generated. Failure to comply with any such written request above shall be deemed a material breach of this Agreement. Nothing in this paragraph shall be deemed a waiver of any copyright in the Project Documents prepared by the CONSULTANT. Any unauthorized reuse or modification of such Project Documents other than for purposes intended by CONSULTANT or for the Project shall be at UNITED's risk and liability.

C. CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no Project Documents or information developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by UNITED, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than UNITED without the prior written consent of UNITED, unless otherwise required by subpoena or applicable law or regulatory authority.

## **10. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to UNITED being that of an independent contractor. UNITED shall not be required to make any payroll deductions or provide Worker's Compensation Insurance coverage or health benefits to CONSULTANT. CONSULTANT is solely responsible for selecting the means,

methods and procedures for performing its services hereunder as assigned by the UNITED and for coordinating all portions of the work so the results will be satisfactory to UNITED. CONSULTANT will supply all tools and instruments required to perform its services under this Agreement.

#### **11. ASSISTANCE BY UNITED**

It is understood and agreed that the UNITED shall, to the extent reasonable and practicable, assist and cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such assistance does not include, in any manner, the exercise of professional judgment for which CONSULTANT is being retained herein. Such assistance and cooperation to be provided by UNITED as applicable includes, but shall not be limited to, providing right of access to work sites; providing material available from the UNITED's files such as maps, as-built drawings, records and operation and maintenance information; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project. CONSULTANT shall otherwise be responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to the work.

#### **12. ADDITIONAL PROVISIONS**

##### **A. Examination of Records**

CONSULTANT agrees that UNITED shall have access to and the right to examine at any reasonable time and on reasonable notice CONSULTANT's documents, papers and records, including accounting records, relating to its performance under this Agreement.

##### **B. Notice**

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT:	Thomas O. Keller, P.E., G.E. GEI Consultants, Inc. 5901 Priestly Drive, Suite 301 Carlsbad, CA 92008
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To UNITED:	Maryam A. Bral, Ph.D., PE United Water Conservation District 1701 North Lombard Street, Suite 200 Oxnard, CA 93030
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or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

C. No Waiver

No failure or delay by UNITED in asserting any of UNITED's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of UNITED's rights or remedies. No such delay shall deprive UNITED of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

D. Integration

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereto, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the parties.

E. Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

F. Rules of Interpretation

The terms of this Agreement have been negotiated by the parties and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

G. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

H. Incorporation of Recitals and Exhibits

The foregoing recitals and exhibits are incorporated herein as though fully set forth.

I. California Law; Dispute Resolution; Venue

This Agreement shall be interpreted and construed pursuant to the laws of the State of California, regardless of whether this Agreement is executed by any party in another state or otherwise. If a dispute arises between the parties related to this Agreement or the breach thereof, the parties shall first attempt in good faith to settle the matter through discussion, and if unsuccessful may in their discretion mutually agree to mediate the dispute prior to filing a judicial action. The costs of a third party mediator, if utilized, shall be borne equally by the parties. If either party elects to file an action in court, such action shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

J. Counterparts

This Agreement may be executed in multiple counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single document. Signatures may be given via facsimile transmission and shall be deemed given as of the date of facsimile transmittal of the executed Agreement by one party to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

UNITED WATER CONSERVATION DISTRICT

By \_\_\_\_\_ *MB*  
Mauricio E. Guardado, Jr., General Manager

[CONSULTANT]

By \_\_\_\_\_ *Thomas O. Keller*  
Thomas O. Keller, Vice President  
\_\_\_\_\_

# **EXHIBIT “A” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

CONSULTANT shall provide professional engineering consultation services under this Agreement for the **Development of 90 Percent Design Documents for the Santa Felicia Dam Outlet Works Improvement Project** in accordance with work described in the attached **Scope of Work and Schedule of Charges**.

## **BACKGROUND**

Santa Felicia Dam is owned and operated by United Water Conservation District (UWCD) and is under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and California Department of Water Resources Division of Safety of Dams (DSOD).

The outlet works system of the dam consists of an intake tower with a single intake level, conduit beneath the dam, and downstream control facilities on the right (west) side of the dam. A small hydroelectric plant is located adjacent to the downstream control facility. The existing outlet works system needs to be replaced because of concerns for seismic stability of the intake tower and conduit through the dam, and to mitigate ongoing accumulation of sediment in the reservoir that will impact operation of the outlet works in the near future. The purpose of the outlet works improvement project is to replace the outlet works to address dam safety and operational concerns.

GEI Consultants, Inc. (GEI) has completed the following studies and designs to advance the outlet works improvement project:

- Phase 1 Study – A feasibility study was performed to evaluate alternatives to mitigate concerns with the existing outlet works. UWCD submitted the Phase 1 Study report to FERC and DSOD in April 2015.
- Phase 2 Study – A Phase 2 Study was performed to further evaluate alternatives to address outlet works concerns. A subsurface exploration program was performed as part of the Phase 2 Study to obtain geotechnical information to support conceptual design of outlet works replacement alternatives. The Phase 2 Study report describes alternatives for construction of a new outlet works system on the left (east) abutment of the dam and contains a conceptual design of a new outlet works configuration to carry forward into the final design phase. UWCD submitted the Phase 2 Study report to FERC and DSOD in March 2019.
- 10% Design – A 10% design phase was performed to advance the outlet works improvement project. This design phase included a hydropower facility

evaluation that led to UWCD's decision to incorporate a small turbine system in the outlet works improvement project and to abandon the existing hydropower facility. UWCD submitted the 10% design report to FERC and DSOD in March 2020.

- 30% Design – A 30% design phase was performed to advance the outlet works improvement project. A subsurface exploration program was performed as part of the 30% design to obtain additional geotechnical information to support the final design. UWCD submitted the 30% design documents to FERC and DSOD in September 2021.
- 60% Design – A 60% design phase was performed to advance the outlet works improvement project. UWCD submitted the 60% design documents to FERC and DSOD in September 2022.

As required by FERC, UWCD convened an independent Board of Consultants (BOC) to oversee and assess the adequacy of the investigations, designs, and construction activities for the outlet works improvement project. Five BOC meetings have been held through completion of the 30% design phase. A sixth BOC meeting is scheduled for September 2022 to review the 60% design. The BOC prepared a report at the end of each meeting to present their conclusions and recommendations with regard to the ongoing design work.

The new outlet works facility will consist of the following four major components to be constructed on the left abutment of the dam:

- Sloping intake facility in the reservoir,
- Two water conveyance conduits in a tunnel through the left abutment,
- Downstream control facility, and
- Hydropower facility consisting of a small turbine located within the downstream control facility.

The project will also include access road improvements, extension of the existing electrical power supply system to the new facilities, and abandonment of the existing outlet works facilities and powerhouse. The existing outlet works will remain operational until completion of construction of the new outlet works.

UWCD is also required by FERC and DSOD to improve the spillway of the dam to increase its capacity. The outlet works improvement project and spillway improvement project are collectively referred to as the "Santa Felicia Dam Safety Improvement Project" (Project). UWCD issued a Final Environmental Impact Report (Final EIR) for the Project in compliance with provisions of the California Environmental Quality Act in February 2019.

The 60% design is completed pending the BOC's review and comments. Future design milestones are anticipated to be at the 90% and 100% completion levels. The

design of the outlet works improvements will evolve as additional analyses are performed, and additional input is received from UWCD, FERC, DSOD, and BOC.

The scope of work described below includes completion of 90% design of the outlet works improvement project.

## **SCOPE OF WORK**

The scope of work for the 90% design of the outlet works improvement project is divided into the following thirteen tasks:

- Task 1 – Project Management and Coordination
- Task 2 – 90% Analysis and Design
- Task 3 – 90% Plan Drawings
- Task 4 – 90% Specifications
- Task 5 – 90% Geotechnical Baseline Report
- Task 6 – 90% Basis of Design Report and 90% Design Report
- Task 7 – 90% Constructability Evaluation Report and Cost Estimate
- Task 8 – Three-Dimensional Visualizations
- Task 9 – 90% Operations and Maintenance Manual
- Task 10 – 90% Reservoir Operations Plan During Construction
- Task 11 – Board of Consultants Meeting
- Task 12 – Comment Response Memorandum
- Task 13 – Presentation to UWCD Board (Optional)

The scope of work for each task is presented in detail below. General assumptions related to the scope of work are contained after a description of Task 13.

### **Task 1 – Project Management and Coordination**

This task includes management of the GEI team, contract administration, project controls, progress reporting, and coordination with UWCD, regulatory agencies, and other UWCD consultants. GEI's project manager will coordinate with UWCD throughout the duration of the work, with assistance as needed from task leads.

This task includes the following activities:

- Management and supervision of the GEI design team.
- Coordination meetings of the GEI design team.
- Management, coordination, and evaluation of subconsultant services.
- Management of the project scope, schedule, and budget.
- Progress report included with submittal of monthly invoices.

Coordination and communications with UWCD includes a one-hour bi-weekly progress meeting (virtual) to discuss project issues and progress.



GEI will participate in coordination meetings (virtual) with regulatory agencies and other UWCD consultants with regard to relevant designs performed by others. This includes the design of a downstream release channel to connect the new concrete-lined outlet channel of the outlet works to lower Piru Creek.

GEI will assist UWCD in communications with FERC and DSOD to address issues related to process and functioning of the BOC, schedule of review submittals, and other matters related to the 90% design efforts. We have assumed that these communications will mainly be via phone and email.

## **Task 2 – 90% Analyses and Design**

GEI will perform geotechnical, structural, hydraulic, site civil, and hydropower analyses and design studies required to advance the design, plans, and specifications to the 90% level of completion. UWCD, BOC, FERC, and DSOD comments on the 60% analyses and design will be incorporated into the 90% design, as appropriate. Facilities added to the project during 60% design include an internal crane system within the downstream control facility structure, concrete-lined outlet channel with dentates for erosion control, temporary discharge channel from the outlet channel to lower Piru Creek, and a temporary pipeline to convey habitat flows from the new downstream control facility to lower Piru Creek.

Geotechnical analyses include evaluations of slope stability, foundation design parameters, anchor pullout capacity, lateral loads on walls, earth backfill requirements, discharge channel rip-rap sizing to prevent erosion, and access road sub-base requirements. Geotechnical parameters for design of facilities will be updated and included in the Design Report.

Structural analyses include evaluations for development of pipe wall thickness, thrust blocks, sloping intake facility design (reinforced concrete mats and pedestals, preliminary framing for fish screens, fish screen winching structure, and fish screen cleaning platform), upstream control facility building and vent structure design, downstream valve vault design, downstream control facility structure design, and concrete outlet channel design. The structural analyses and design will be described in the Design Report.

Hydraulic analyses include the following evaluations:

- Fish Screens – Three-dimensional (3D) computational fluid dynamics (CFD) analyses will be performed to develop baffling systems to reduce localized high velocities near the fish screen surfaces. The intent is to develop baffling systems such that the approach velocity at distance of 3 inches from the surface of high-flow and low-flow fish screens are equal to or less than the allowable approach velocity of 0.8 feet/second. Analyses will be performed assuming the screens are 40% clogged by quagga mussel growth, making simplifying assumptions for modeling the clogged area (such as uniform

clogging of the screen surface). The fish screens (one large and one small) will be modeled using a preliminary framing system for a wedge-wire screen system. A TM will be prepared to document the analyses, results, and conclusions.

- Outlet Channel Flow Analyses – Analyses will be performed to support the design of an outlet channel with dentate baffle piers to dissipate the energy of discharge spray from fixed-cone valves before entering a proposed downstream release channel. The analyses will be used to develop the geometry of the outlet channel and the arrangement of baffle piers. The results of the analyses will be used to determine areas of the outlet channel side slopes where erosion protection can be provided by rip-rap instead of concrete. A TM will be prepared to document the analyses, results, and conclusions.
- Hydraulic Transients – A surge relief analysis will be performed to evaluate and compare three potential pressure relief options for the fail-close butterfly valves. The bypass method evaluated during 60% design will be compared to a surge tank option and a pressure relief valve option. Three surge analysis model runs are assumed. A TM will be prepared to document the analyses, results, and conclusions.
- Quagga Mussel Mortality – Analyses will be performed to assess the ability of the new outlet works facilities to limit the passage of quagga mussels from the reservoir into the downstream channel. Analyses will be performed to develop opinions on the extent of quagga mussel veliger survival during discharge through fixed-cone valves and the hydropower turbine. A TM will be prepared to document the analyses, results, and conclusions.
- Air Vent Grate Sizing – A simplified analysis for sizing of air vent grates was performed during 60% design. More detailed analysis of air vent grate sizing will be performed during 90% design to confirm that velocities through the grates will not be a concern for the safety of personnel. The analysis will be documented in a calculation package.

Site civil analyses include evaluations for development of final site grading, site drainage, access roads, parking/turnaround areas, and temporary erosion control measures during construction.

An analysis will be performed to evaluate the selection of various pipe steel material grades to optimize pipe thickness selection and reduce cost. The analysis will include obtaining pricing for various steel grades and checking the strength against the loading criteria. The analysis will be documented in a calculation package.

Draft TMs prepared to document the 90% design analyses will be submitted to UWCD for review. Final TMs will be prepared to address UWCD comments and

included in the Design Report. Calculation packages will be included in the Design Report.

### **Task 3 – 90% Plan Drawings**

This task consists of updating the 60% design level drawings and preparing additional drawings for construction of the outlet works improvement project. The drawings will include plan views, profiles, sections and details of the various project elements to a 90% level of completion. UWCD, BOC, FERC, and DSOD comments on the 60% design drawings will be incorporated into the 90% design drawings, as appropriate. We anticipate that the final drawing set will include approximately 125 drawings, divided into the following sections:

- General
- Erosion Control
- Demolition
- Civil
- Mechanical
- Structural
- Architectural
- Roads
- Corrosion
- Electrical

Reference drawings will also be included in the plan set. The drawings will be prepared in a current version of AutoCAD Civil 3D as standard 22x34-inch full size drawings, which are conveniently reducible to 11x17-inch half size drawings for reference.

The 90% plan drawings will be included in the 90% design package for formal review by UWCD, BOC, FERC, and DSOD. Comments on the plan drawings will be addressed during the 100% design phase.

### **Task 4 – 90% Specifications**

This task consists of updating the 60% design level specifications to a 90% level of completion. UWCD, BOC, FERC, and DSOD comments on the 60% design specifications will be incorporated into the 90% design specifications, as appropriate. Each technical specification will be a separate Microsoft Word file.

Pertinent sections of UWCD's General Conditions and Standard Specifications will be used as needed. It is anticipated that specifications and contracting requirements will include:

- UWCD Notice to Contractors and Instruction to Bidders
- UWCD General Provisions

- UWCD Special Provisions
- UWCD Standard Contract, Forms, and Instructions
- Bid Schedule
- Information for Bidders package

Technical specifications will be submitted as individual Microsoft Word files. A compiled set of specifications will be submitted in searchable PDF format.

The 90% specifications will be included in the 90% design package for formal review by UWCD, BOC, FERC, and DSOD. Comments on the specifications will be addressed during the 100% design phase.

#### **Task 5 – 90% Geotechnical Baseline Report**

The 60% GBR will be updated to a 90% level of completion. The GBR will be included in the construction contract documents and establish a contractual baseline for the ground conditions expected to be encountered during construction of the tunnel portion of the outlet works improvement project. The GBR will not be applicable to other parts of the project. The baseline conditions stated in the GBR will be used as a basis for contractors to develop construction bids and select their means, methods and equipment for construction of the tunnel. The baselines will also be used for evaluating potential differing site conditions during construction.

The 90% GBR will be included in the 90% design package for formal review by UWCD, BOC, FERC, and DSOD. Comments on the GBR will be addressed during the 100% design phase.

#### **Task 6 – 90% Basis of Design Report and 90% Design Report**

The 60% Basis of Design Report (BDR) will be updated to a 90% level of completion. The BDR contains design criteria used for final design of the outlet works improvement project.

The 60% Design Report will be updated to a 90% level of completion. The Design Report documents the design of facilities for the outlet works improvement project and summarizes the analyses that have been performed for the project to date. The Design Report will reference other documents pertinent to the design effort, such as plan drawings, specifications, and topic-specific technical memoranda and reports. TMs developed during the 90% design will be included as appendices to the 90% Design Report (or included in a separate volume). As the project advances through various stages of design, the Design Report will be updated to reflect an increasing level of detail, ultimately resulting in a Final Design Report at the end of the project.

The 90% BDR and 90% Design Report will be included in the 90% design package for formal review by UWCD, BOC, FERC, and DSOD. Comments on the reports will be addressed during the 100% design phase.

#### **Task 7 – 90% Constructability Evaluation Report and Cost Estimate**

GEI will update the 60% Constructability Evaluation Report based on the 90% design information. The report will include an anticipated construction schedule (Microsoft Project format) based on an anticipated sequence of construction. The report will include general discussions of reservoir level control, dewatering issues, anticipated excavation and tunneling methods, construction staging areas, as well as construction risks and potential mitigation measures. The Constructability Evaluation Report will inform development of the construction plans and specifications. The 90% Constructability Evaluation Report will be included in the 90% design package for formal review by UWCD, BOC, FERC, and DSOD. Comments on the report will be addressed during the 100% design phase.

Opinions of probable construction cost (OPCC) and opinions of probable project costs (OPPC) for the outlet works improvement project will be updated based on the 90% design information. The OPCC represents a likely contractor bid to construct the project, including contractor overhead and profit, plus a contingency to account for potential unforeseen or changed conditions. The OPPC will include allowances for non-construction project costs including permitting fees, legal and administrative costs, design investigations and engineering, and construction management costs. The cost estimates will be generated in accordance with guidelines established by AACE as a Class 1 equivalent (-10% to +15%) estimate level. The OPCC will be based on our evaluation of the major construction items appropriate to complete the work, and quantity estimates developed from the 90% design drawings. The cost estimate will be submitted as a separate TM.

#### **Task 8 – Three-Dimensional Visualizations**

GEI will develop 3D visualizations to depict the outlet works and spillway improvements. The visualizations will be developed using AutoCAD Civil 3D software (and Revit software by Autodesk as needed). The 90% design drawings will be used to develop 3D models of the facilities. The models will include the dam site as a whole (overview of spillway and outlet works improvements), above-ground facilities of the intake structure, fish screens and winching facilities, intake control building, and downstream control facilities (including downstream control facility control building). The model will include the topography based on the final grading with the facilities shown in-place. The deliverable will include a file in 3D PDF format that a user can use to rotate views and pan around to visualize the design layout. An AutoCAD file of the 3D visualization will also be provided. Up to 10 figures will be created showing various views and sectional cuts through the model. The model will be dimensionally accurate based on the 90% design drawings with



select dimensioning and annotative text added to the figures, but at a lesser detail than those on the design drawings.

#### **Task 9 – Draft Operations and Maintenance Manual**

GEI will develop a project-level operations and maintenance (O&M) manual that provides general descriptive information on mechanical and electrical equipment used for the outlet works. The O&M manual will serve as an overarching guide to the outlet works describing the functions of each system, and where applicable, how multiple systems work together to achieve operational outcomes. The O&M manual will serve as a guide pointing to detailed information on each piece of equipment or system in equipment-specific O&M manuals to be provided by the construction contractor and suppliers. The guide will provide necessary design-related information to assist personnel in decision-making, provide overall capabilities and limitations of the outlet works system, provide information on inspection and maintenance requirements, and point to reference data for equipment, devices, and instruments.

A draft O&M manual will be submitted to UWCD for review. UWCD comments will be incorporated into the O&M manual in the next phase of design.

#### **Task 10 – 90% Reservoir Operations Plan During Construction**

GEI will develop a reservoir operations plan for the construction period of the outlet works improvement project. The plan will summarize desired reservoir elevations to allow for efficient construction of facilities, required reservoir levels to allow for startup testing of facilities, capability of the existing outlet works system to lower the reservoir, constraints on lowering the reservoir, proposed means to maintain habitat releases during construction, potential water quality issues with respect to habitat releases, and assessment of potential storm water inflows to the reservoir during construction. The plan will identify issues that need to be resolved to effectively manage the reservoir during the construction period. The plan will be developed in coordination with UWCD, and consider operational and environmental issues raised by UWCD.

A draft 90% Reservoir Operations Plan During Construction will be submitted to UWCD for review. The plan will be updated to incorporate UWCD comments on the draft.

#### **Task 11 – Board of Consultants Meeting**

There will be one meeting of the BOC near the completion of the 90% design phase (BOC Meeting No. 7), to be attended by UWCD, GEI, FERC, and DSOD. The 90% design documents to be submitted to the BOC, FERC, and DSOD for formal review are the following:

- 90% Basis of Design Report
- 90% Design Report and Appended TMs
- 90% Plan Drawings
- 90% Specifications
- 90% GBR
- 90% Constructability Evaluation Report
- Updated BOC Comment Tracking Form

GEI will perform the following in support of the 90% design BOC meeting: assist UWCD with development of a meeting agenda, prepare a list of questions for the BOC to respond to, compile and print a packet of information for review by meeting attendees, develop a PowerPoint presentation to summarize key elements of the 90% design work, and attend the BOC meeting to make presentations and answer questions. We have assumed that this meeting will be held at UWCD's office in Ventura County over a two-day period, and be attended by three GEI staff.

UWCD will handle scheduling of the meeting with the BOC and communications with the BOC, FERC, and DSOD relative to the meeting time and location.

#### **Task 12 – Comment Response Memorandum**

FERC, DSOD, and the BOC will submit comments on the 90% design documents submitted to them for review. GEI will develop tracking forms to document FERC, DSOD, and BOC comments and provide responses to comments. A comment response memorandum (CRM) will be prepared by GEI to compile the tracking forms. A Draft CRM will be submitted to UWCD for review, and finalized to address UWCD comments on GEI's responses. UWCD comments on the 90% design documents will be tracked and addressed separately.

Comments on the 90% design received from UWCD, FERC, DSOD, and BOC will be incorporated into the next phases of design, as appropriate.

#### **Task 13 – Presentation to UWCD Board (Optional)**

As an optional task, GEI will prepare for and participate in a workshop to present key elements of the 90% design to UWCD management/Board. For budgeting purposes, we have assumed that the workshop will occur over a one-day duration, will be held at UWCD's office, and be attended by two GEI staff (plus one other GEI staff as part of the spillway improvement project).

#### **Additional Assumptions**

The following additional assumptions were made in developing the scope of work and fee estimate for 90% design of the outlet works improvement project:

1. The configuration of outlet works improvement facilities will be as generally shown on the 60% design documents. Changes to this general configuration required by UWCD, BOC, or regulatory agencies may require modifications to the scope of work and design fee.
2. The BOC and regulatory agencies will not request extraordinary engineering analyses beyond typical geotechnical, structural, and hydraulic evaluations for an outlet works improvement project of this type.
3. All site survey information and site topography for design of facilities will be provided by others.
4. No additional field subsurface explorations will be required for design of facilities.
5. The allowable approach velocity for fish screen design is 0.8 feet per second.
6. A passive system for cleaning of fish screens will be allowed, such that fish screens can be brought to the surface for periodic cleaning.
7. Excavations for realignment of the existing access road near the intake facility will be allowed to extend beyond UWCD's property line.
8. The outlet works improvements will not include the Amiad system for quagga mussel filtration. If UWCD decides to implement the Amiad system, then changes to the design of the outlet works facilities will be required. These design changes would be performed as additional services at additional cost. Implementation of the Amiad system would likely require additional time to complete the design and construction of the outlet works improvement project.
9. The outlet works improvements do not include design of fish passage facilities.
10. The outlet works improvements do not include design of discharge channel improvements beyond the outlet channel of the downstream control facility.
11. All deliverables will be submitted in electronic format. Two hard copies of final documents will be submitted to UWCD.

**United Water Conservation District**  
**Outlet Works Improvement Project**  
**Design Fee Estimate - 90% Design Phase**  
**GEI Consultants, Inc.**  
 8/25/2022<sup>1)</sup>

Task	GEI Labor Hours	GEI Costs	Subconsultant Costs	Total Fee
Task 1 - Project Management and Coordination	228	\$65,236	\$0	\$65,236
Task 2 - 90% Analyses and Design	1,240	\$294,950	\$45,000	\$339,950
Task 3 - 90% Plan Drawings	1,680	\$356,669	\$57,663	\$414,332
Task 4 - 90% Specifications	572	\$141,945	\$57,663	\$199,608
Task 5 - 90% Geotechnical Baseline Report	100	\$25,680	\$0	\$25,680
Task 6 - 90% Basis of Design Report and Design Report	316	\$76,880	\$0	\$76,880
Task 7 - 60% Constructability Evaluation Report and Cost Estimate	276	\$72,096	\$0	\$72,096
Task 8 - Three-Dimensional Visualizations	332	\$56,144	\$0	\$56,144
Task 9 - 90% Operations and Maintenance Manual	400	\$99,400	\$0	\$99,400
Task 10 - 90% Reservoir Operations Plan During Construction	312	\$81,664	\$0	\$81,664
Task 11 - Board of Consultants Meeting No. 7	160	\$44,256	\$0	\$44,256
Task 12 - Comment Response Memorandum	44	\$12,016	\$0	\$12,016
Task 13 - Presentation to UWCD Board (Optional)	52	\$14,756	\$0	\$14,756
TOTAL	5,712	\$1,341,693	\$160,325	\$1,502,018



## SCHEDULE

CONSULTANT shall provide professional consultation services for the 90 Percent Design for the Santa Felicia Dam Outlet Works Improvement Project in accordance with the schedule below.

Item	Approximate Date
Submit Technical Memorandum on Quagga Mussel Mortality Analysis	11/18/2022
Submit Technical Memorandum on Outlet Channel Flow Analysis	12/23/2022
Submit Technical Memorandum on Fish Screen Baffle Analysis	01/27/2023
Submit Draft Reservoir Operations Plan During Construction	01/27/2023
Submit 90 Percent Design Packet	04/21/2023
Complete 90 Percent Design	06/30/2023

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 132
Staff Professional – Grade 2	\$ 145
Project Professional – Grade 3	\$ 159
Project Professional – Grade 4	\$ 178
Senior Professional – Grade 5	\$ 210
Senior Professional – Grade 6	\$ 239
Senior Professional – Grade 7	\$ 284
Senior Consultant – Grade 8	\$ 318
Senior Consultant – Grade 9	\$ 388
Senior Principal – Grade 10	\$ 388
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Senior Drafter and Designer	\$ 159
Drafter / Designer and Senior Technician	\$ 145
Field Professional	\$ 119
Technician, Word Processor, Administrative Staff	\$ 118
Office Aide	\$ 92

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

## 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 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants; chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

**Billing Rates for Specialized Technical Computer Programs** – Computer usage for specialized technical programs will be billed at flat rates established in the Agreement. Flow3D software modeling runs will be billed at \$2,000 per run.

**Field and Laboratory Equipment Billing Rates** – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

**Transportation and Subsistence** - Automobile expenses for GEI or employee owned cars will be reimbursed per the Travel Expenses provisions included in Exhibit B.

Tolls and parking charges will be billed directly. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

## **EXHIBIT “B” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

CONSULTANT shall adhere to the following **Guidelines for Expense Reimbursement**:

Incidental expenditures incurred by CONSULTANT in the course of performing work under this Agreement and submitted for reimbursement by UNITED shall comply with the following guidelines.

Receipts are required for all reimbursable expenses (with an exception for meals and lodging) and shall be furnished with the invoice. Reimbursable expenditures shall not be subject to mark-up. Only actual costs of expenditures within the limits presented below are eligible for reimbursement.

### **1. Reimbursable Expenditures**

#### **A. Travel Expenses**

Expenses for airfare or other travel accommodations shall not exceed costs that would reasonably be expected for comparable economy or coach class accommodations.

Personal vehicles may be used when appropriate and mileage will be reimbursed at the standard Internal Revenue Service (IRS) business mileage rate (i.e., 56 cents per mile for calendar year 2021, but for a total cost no greater than the cost that would reasonably be expected for round trip economy or coach class airfare. With the exception of extenuating circumstances (e.g. transport of specialized equipment), mileage for any trip over 500 miles shall be reimbursed at a total cost no greater than would reasonably be expected for round trip economy or coach class airfare. Extenuating circumstances shall be pre-approved by UNITED.

Rental vehicle costs are reimbursable when justified by the nature of the trip. With the exception of extenuating circumstances (e.g. transport of more than 4 people or excessive cargo) the total expense for the rental vehicle shall not exceed a cost that would reasonably be expected for a standard class vehicle. Insurance for rental vehicles is not reimbursable and must be in accordance with all insurance requirements set forth in this Agreement.

#### **B. Lodging**

The cost of lodging incurred on approved CONSULTANT business trips is reimbursable. UNITED will reimburse lodging at the standard U.S. General Services Administration (GSA) rate for Ventura County (i.e., \$182.00 per night [excluding

taxes] for the months of October 2022 and January – September 2023). GSA rates are annually updated in October.

C. Meals

The cost of meals incurred on approved CONSULTANT Projects is reimbursable.

If UNITED is reimbursing the CONSULTANT for lodging, UNITED will reimburse for meals at the appropriate standard GSA rate for Ventura County (i.e., \$49.50 (or 75% of a daily rate) per day for first and last calendar day of PROJECT work, and \$66.00 per day for additional PROJECT work days for calendar year 2021.

If UNITED is not reimbursing the CONSULTANT for lodging, UNITED will not reimburse the CONSULTANT for meals.

D. Equipment

All reimbursable equipment must be purchased or rented at a reasonable cost, in accordance with industry standards.

E. Expendable Items

Items that are expendable (depleted) will not be returned to UNITED, as the items will be “used up” in the course of CONSULTANT’s work.

F. Non-Expendable Items

Items that are non-expendable (not depleted) will be returned to UNITED upon completion of CONSULTANT’s work.



## EXHIBIT “C” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall procure and maintain for the duration of the Agreement, and for injuries that occur and claims which are made after the services herein are performed, insurance against claims or injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, or employees.

### *Minimum Scope of Insurance*

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or its equivalent).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 or its equivalent (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors & Omissions Liability insurance appropriate to the CONSULTANT's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Valuable Document Insurance on all plans, specifications and other documents as may be required to protect UNITED in the amount of its full equity in such plans, specifications and other documents.

### *Minimum Limits of Insurance*

CONSULTANT shall maintain limits no less than:

- |  |   |
|--|---|
| 1. General Liability:<br>Including operations, products<br>and completed operations, as<br>applicable. | <b>\$1,000,000</b> per occurrence for bodily<br>injury, personal injury and property<br>damage. If Commercial General<br>Liability Insurance or other form with a<br>general aggregate limit is used, either<br>the general aggregate limit shall apply<br>separately to this project/location or the<br>general aggregate limit shall be twice<br>the required occurrence limit. |
| 2. Automobile Liability:   | <b>\$1,000,000</b> per accident for bodily injury<br>and property damage.   |

- |    |                               |   |
|----|-------------------------------|---|
| 3. | Employer's Liability:         | <b>\$1,000,000</b> per accident for bodily injury or disease. |
| 4. | Errors & Omissions Liability: | <b>\$1,000,000</b> per claim.                                 |
| 5. | Valuable Document Insurance   | <b>Full Equity of all Documents</b>                           |

*Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by UNITED. At the option of UNITED, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects UNITED, its directors, officers, officials, employees and agents; or CONSULTANT shall provide a financial guarantee satisfactory to UNITED guaranteeing payment of losses and related investigations, claim administration and defense expenses.

*Other Insurance Provisions*

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

6. For all policies required by this Agreement, UNITED and its directors, officers, officials, employees and volunteers are to be covered as additional named insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.
7. For any claims related to this Project, the CONSULTANT's insurance coverage shall be primary insurance as respects UNITED and its directors, officers, officials, employees and agents. Any insurance or self-insurance maintained by UNITED, its directors, officers, officials, employees or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to UNITED (with the exception of ten (10) days for nonpayment of premium).

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

9. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
10. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
12. A copy of the claims reporting requirements must be submitted to UNITED for review.
13. If the services involve lead-based paint or asbestos identification/ remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/ remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

#### *Acceptability of Insurers*

Insurance is to be placed with insurers qualified to do business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to UNITED. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### *Verification of Coverage*

CONSULTANT shall furnish UNITED with original certificates and amendatory/ additional insured endorsements effecting coverage required by this clause. The endorsements should be on forms provided by UNITED or on other than UNITED's forms provided those endorsements conform to UNITED requirements. All certificates and endorsements are to be received and approved by UNITED before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. UNITED reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

#### *Waiver of Subrogation*

CONSULTANT hereby agrees to waive subrogation, which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the CONSULTANT, its employees, agents and subcontractors.

**Staff Report**

**To:** UWCD Engineering and Operations Committee

**Through:** Mauricio E. Guardado, Jr., General Manager

**From:** Maryam Bral, Chief Engineer  
Michel Kadah, Engineer

**Date:** August 24, 2022 (September 1, 2022, Meeting)

**Agenda Item:** **3.3 Authorize a Contract with GEI Consultants, Inc. to Develop 60 percent Design of the Santa Felicia Dam Spillway Improvement Project**  
**Board Motion**

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**Staff Recommendation:**

The Committee will consider recommending approval of the motion item authorizing the General Manager to execute an agreement with GEI Consultants, Inc. in the amount of \$917,004.00 to Develop the 60 percent Design Phase of the Santa Felicia Dam Spillway Improvement Project to the full Board.

**Background:**

The hydraulic capacity of the existing spillway is inadequate to pass the inflow design flood (IDF) of 220,000 cubic feet per second. Improvements to the existing spillway are required to safely pass the IDF. The 30% design of the Spillway Improvement Project will be completed in September 2022, and the design documents will be presented to the Board of Consultants (BOC) at the BOC meeting No. 6 that is scheduled to take place at the District's Headquarters on September 28-29, 2022. The spillway improvements consist of lowering the spillway chute slab (complete replacement of the slab), reuse of the existing spillway walls and the ogee crest and raising the embankment dam crest by 6.5 feet above the current dam crest with a mechanically stabilized earth wall.

**Discussion:**

The current 30 percent design will be completed in September 2022. The design documents will be presented to the BOC, Federal Energy Regulatory Commission (FERC), and California Department of Water Resources Division of Safety of Dams (DSOD) at the BOC meeting No. 6. It is expected that the BOC approval for the 30 percent design documents along with their recommendations to proceed with the next design phase will be received at the end of the BOC meeting No. 6.

The 60 percent design phase will include additional geotechnical, structural, hydraulic, and site civil analyses and design studies required to advance the design work. The 60% design phase will also include the preparation of the 60 percent design packet for submittal to the BOC and the

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**Agenda Item: 3.3 Authorizing a Contract with GEI Consultants, Inc. to Develop 60 percent Design of the Santa Felicia Dam Spillway Improvement Project**  
**Motion**

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agencies. The design findings will be presented at the BOC meeting No. 8 tentatively scheduled for October 2023. The future work beyond the 60% design will consist of 90 percent and 100 percent completion levels. Staff recommends execution of the agreement with GEI.

A copy of the Professional Consulting Service Agreement detailing GEI's complete proposal, including the scope of work and deliverables, proposed fee, and the project schedule, is included in Attachment A.

**Fiscal Impact:**

The 60 percent design of the SFD Spillway Improvement Project is included in the Fiscal Year 2022/23 budget (Account No. 051-400-81080-8003-815) with sufficient funds available to provide \$917,004.00 for the contract.

**Attachment:**

Attachment A – Santa Felicia Dam Spillway Improvement Project – 60 percent Design Professional Services Agreement with GEI Consultants, Inc.

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on \_\_\_\_\_, 2022, by and between the **United Water Conservation District**, Ventura County, California, (hereinafter “**UNITED**”), and **GEI Consultants, Inc.**, (hereinafter “**CONSULTANT**”).

### RECITALS:

WHEREAS, UNITED desires to obtain professional engineering consultation services in connection with the **Development of 60 Percent Design Documents for the Santa Felicia Dam Spillway Improvement Project** (“Project”); and

WHEREAS, UNITED has selected CONSULTANT to provide such services; and

WHEREAS, CONSULTANT represents that it has the skills, experience, license, and expertise to perform these professional services for UNITED; and

WHEREAS, UNITED is desirous of engaging the services of CONSULTANT to perform these services;

NOW, THEREFORE, based on the terms and covenants set forth herein, UNITED and CONSULTANT mutually agree as follows:

### **1. EMPLOYMENT**

A. UNITED hereby employs CONSULTANT to perform and complete the professional engineering services as set forth in Exhibit “A” (“Scope of Work/Schedule of Charges”). CONSULTANT shall perform such professional services as set forth in Exhibit “A” and shall furnish or procure the use of incidental services, equipment, and facilities reasonably necessary for the completion of services.

B. Any extra work over and above that included in the Scope of Work included in Exhibit “A” shall be in compliance with Section 3D.

C. CONSULTANT represents that its services shall be performed, within the limits prescribed by UNITED, in a manner consistent with the level of care and skill ordinarily exercised by other engineering professionals under similar circumstances at the time and in the vicinity its services are performed.

D. Thomas O. Keller shall: (a) personally perform or supervise the performance of services on a day-to-day basis on behalf of CONSULTANT; and (b)

maintain direct communication with UNITED's Maryam A. Bral or designee in the performance of CONSULTANT's services.

E. CONSULTANT in the performance of services hereunder shall fully comply with any and all local, state and federal laws, regulations, ordinances, and policies applicable to its work, including any licensing laws applicable to CONSULTANT's profession and anti-discrimination laws pertaining to employment practices.

F. In the event of any conflict between the terms and conditions set forth in Exhibit A (Scope of Work/Schedule of Charges) versus those terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall govern and the conflicting terms and conditions in Exhibit A shall not apply.

## **2. TERM OF AGREEMENT**

Unless otherwise earlier terminated as specified in Section 8, this Agreement shall commence on the date set forth above and shall expire on **December 7, 2023**.

## **3. COMPENSATION**

Payment by UNITED for the consulting services shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

A. Compensation and payments to the CONSULTANT shall be as described below:

1. UNITED shall compensate CONSULTANT on a time and expenses basis not to exceed **Nine Hundred Seventeen Thousand and Four Dollars (\$917,004.00)** for performing all services authorized and required by this Agreement and specified in Exhibit "A." UNITED shall compensate CONSULTANT only for actual costs incurred on a time and expenses basis, but in no event shall the total compensation be greater than the not to exceed amount above. However, the total amount paid on a time and expenses basis may be lower than the not to exceed amount above based on actual costs incurred. Payment shall be made in accordance with CONSULTANT's Schedule of Charges submitted to UNITED, included in Exhibit "A" attached and incorporated by reference herein.

2. CONSULTANT shall provide UNITED with monthly itemized invoices. Invoices shall include the categories and identities of CONSULTANT's employees performing services, a description of the services, the number of hours spent performing services, the hourly rate for each employee, CONSULTANT's actual costs and expenses, and the total amount of compensation requested by CONSULTANT for that month. Upon UNITED's request, CONSULTANT shall include with its monthly invoices a detailed verification, including accounting

records, of the work actually performed and costs and expenses incurred, along with any other documents or information reasonably requested by UNITED.

B. UNITED shall pay CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoices, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. If UNITED has reasonable grounds to believe that CONSULTANT will be unable to materially perform the services under this Agreement, or there exists or may exist a claim against CONSULTANT arising out of CONSULTANT's negligence or intentional acts, errors, omissions, or material breach of any provision of this Agreement, then UNITED may withhold payment of any reasonable amount due to CONSULTANT which is directly related to such negligence, intentional act, error, omission or material breach. No payment made under this Agreement shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance by UNITED of CONSULTANT's work.

C. CONSULTANT shall notify UNITED in writing of the need for additional services required due to the circumstances beyond the CONSULTANT's control ("Additional Services"). The CONSULTANT shall obtain written authorization from UNITED before rendering any Additional Services. Compensation for all approved Additional Services shall be negotiated and approved in writing by UNITED before such Additional Services are performed by CONSULTANT. No compensation shall be paid to the CONSULTANT for any Additional Services that are not previously approved by UNITED in writing.

D. Reimbursable expenses, if applicable, are in addition to compensation for services outlined in the Scope of Work and Additional Services, and shall be paid to the CONSULTANT in accordance with the guidelines specified on Exhibit "B". Reimbursable expenses are paid at the actual costs, without mark-ups, incurred by the CONSULTANT and the CONSULTANT's employees in conduct of Agreement activities.

#### **4. SCHEDULE OF WORK**

CONSULTANT shall complete and deliver services and deliverables to UNITED in a diligent and professional manner, in accordance with the Project schedule set forth in Exhibit "A" attached and incorporated by reference herein. Time is of the essence in CONSULTANT's performance of services hereunder.

CONSULTANT's Project Manager shall keep UNITED's Maryam A. Bral or designee informed as to the progress of work by informal reports. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.



## **5. ASSIGNMENT OF CONTRACT**

This Agreement is a professional services contract. CONSULTANT shall not assign this Agreement or any portion of the work without the prior written approval of UNITED. Any such assignment without UNITED's prior written approval shall be void. UNITED may withhold such approval for any reason in its sole discretion.

## **6. INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold UNITED entirely harmless from all liability arising out of:

1. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this Agreement; and

2. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold UNITED harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or UNITED, or any person, firm or corporation employed by the CONSULTANT or UNITED upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of UNITED, its officers, employees, agents, or independent consultants who are directly employed by UNITED. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section A3 below) that may be brought or instituted against UNITED, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against UNITED, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section A2 shall not exceed the CONSULTANT's proportionate percentage of fault; and

3. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold UNITED harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or

corporation, including UNITED, arising out of, or in any way connected with, the Project, including injury or damage either on or off UNITED property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of UNITED. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against UNITED, but rather to reimburse UNITED for attorneys' fees and costs incurred by UNITED in defending such actions or proceedings brought against UNITED, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

## **7. INSURANCE**

A. CONSULTANT shall procure and maintain for the duration of this Agreement, and for injuries which occur and claims which are made after the services herein are provided, insurance policies in accordance with the requirements set forth in Exhibit "C" attached and incorporated by reference herein. CONSULTANT shall also provide UNITED with a certificate of insurance attesting to its professional liability (errors and omissions) coverage and all required additional insured endorsements.

B. Submission of insurance certificates or endorsements or other proof of insurance shall not relieve CONSULTANT from liability under the indemnification provisions of Section 6. CONSULTANT's obligations in accordance with Section 6 shall apply whether or not such insurance policies shall have been determined to apply to any of such claims, damage, lawsuits, losses or liabilities covered by Section 6.

C. By its signature hereto, CONSULTANT certifies that it is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers compensation' or to undertake self-insurance as specified. CONSULTANT shall comply with these provisions before commencing work under this Agreement.

## **8. TERMINATION OF AGREEMENT**

### **A. Termination for Cause**

1. UNITED may terminate CONSULTANT's services for cause, whereupon this Agreement shall terminate immediately. Termination may occur regardless of whether CONSULTANT's services are completed. Any termination or special instructions from UNITED shall be made in writing.

2. Termination for cause may occur upon any of the following events: (a) CONSULTANT's material breach of this Agreement; (b) abandonment or lack of diligence in performance of the work by CONSULTANT; (c) cessation, suspension,

revocation or expiration of any license needed by CONSULTANT to provide services hereunder; (d) failure of CONSULTANT to substantially comply with any local, state or federal laws, regulations, ordinances or policies applicable to its work hereunder; (e) filing by or against CONSULTANT of bankruptcy or any petition under any law for relief of debtors; or (f) conviction of CONSULTANT or its principal representative or personnel for any crime other than minor traffic offenses.

3. Subject to the provisions of Section 3.B herein, CONSULTANT shall be paid for all approved services performed and approved expenses incurred to the date of termination for cause supported by documentary evidence, including payroll records and expense reports, up to the date of the termination. In the event of termination for cause, all damages and costs associated with the termination, including increased consultant and replacement consultant costs, shall be deducted from any payments due to CONSULTANT.

4. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 8.B below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

B. Termination Without Cause/For Convenience. This Agreement may be terminated without cause by UNITED or for UNITED's convenience upon fourteen (14) days' written notice to the CONSULTANT. In the event of a termination without cause, UNITED shall pay the CONSULTANT for all approved services performed and all approved expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports, up until the date of the notice of termination. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the CONSULTANT under this section through 50% completion of the CONSULTANT's portion of the Project and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to CONSULTANT as termination cost. This 3% is agreed to compensate the CONSULTANT for the unpaid profit CONSULTANT would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

C. In the event of termination with or without cause, CONSULTANT shall promptly provide to UNITED all Project Documents as defined in Section 9 below within five (5) calendar days from the effective date of termination. Failure to provide all Project Documents as required shall be deemed a material breach of this Agreement.

D. In the event of a dispute as to the performance of the work or an interpretation of this Agreement, or payment or nonpayment for work performed or

not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of work, but CONSULTANT's sole remedy will be to submit such controversy to determination by a court having competent jurisdiction of the dispute as required by this Agreement after the Project has been completed and not before.

## **9. PROFESSIONAL SERVICES**

A. The CONSULTANT is employed to render a professional service(s) only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

B. All plans, specifications, construction documents, data, records, files, communications, information, reports and/or other documents that are prepared, generated, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subconsultants arising from or in any way related to the services provided under this Agreement (regardless of medium, format, etc.) shall be and remain the property of UNITED ("Project Documents"). UNITED may provide the CONSULTANT with a written request for the return of the Project Documents at any time. Upon CONSULTANT's receipt of UNITED's written request, CONSULTANT shall return the requested Project Documents to UNITED within five (5) calendar days. CONSULTANT may make copies of the work generated. Failure to comply with any such written request above shall be deemed a material breach of this Agreement. Nothing in this paragraph shall be deemed a waiver of any copyright in the Project Documents prepared by the CONSULTANT. Any unauthorized reuse or modification of such Project Documents other than for purposes intended by CONSULTANT or for the Project shall be at UNITED's risk and liability.

C. CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no Project Documents or information developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by UNITED, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than UNITED without the prior written consent of UNITED, unless otherwise required by subpoena or applicable law or regulatory authority.

## **10. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to UNITED being that of an independent contractor. UNITED shall not be required to make any payroll deductions or provide Worker's Compensation Insurance coverage or health benefits to CONSULTANT. CONSULTANT is solely responsible for selecting the means,



methods and procedures for performing its services hereunder as assigned by the UNITED and for coordinating all portions of the work so the results will be satisfactory to UNITED. CONSULTANT will supply all tools and instruments required to perform its services under this Agreement.

#### **11. ASSISTANCE BY UNITED**

It is understood and agreed that the UNITED shall, to the extent reasonable and practicable, assist and cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such assistance does not include, in any manner, the exercise of professional judgment for which CONSULTANT is being retained herein. Such assistance and cooperation to be provided by UNITED as applicable includes, but shall not be limited to, providing right of access to work sites; providing material available from the UNITED's files such as maps, as-built drawings, records and operation and maintenance information; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project. CONSULTANT shall otherwise be responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to the work.

#### **12. ADDITIONAL PROVISIONS**

##### **A. Examination of Records**

CONSULTANT agrees that UNITED shall have access to and the right to examine at any reasonable time and on reasonable notice CONSULTANT's documents, papers and records, including accounting records, relating to its performance under this Agreement.

##### **B. Notice**

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT:	Thomas O. Keller, P.E., G.E. GEI Consultants, Inc. 5901 Priestly Drive, Suite 301 Carlsbad, CA 92008
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To UNITED:	Maryam A. Bral, Ph.D., PE United Water Conservation District 1701 North Lombard Street, Suite 200 Oxnard, CA 93030
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or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

C. No Waiver

No failure or delay by UNITED in asserting any of UNITED's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of UNITED's rights or remedies. No such delay shall deprive UNITED of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

D. Integration

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereto, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the parties.

E. Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

F. Rules of Interpretation

The terms of this Agreement have been negotiated by the parties and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

G. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

H. Incorporation of Recitals and Exhibits

The foregoing recitals and exhibits are incorporated herein as though fully set forth.

I. California Law; Dispute Resolution; Venue

This Agreement shall be interpreted and construed pursuant to the laws of the State of California, regardless of whether this Agreement is executed by any party in another state or otherwise. If a dispute arises between the parties related to this Agreement or the breach thereof, the parties shall first attempt in good faith to settle the matter through discussion, and if unsuccessful may in their discretion mutually agree to mediate the dispute prior to filing a judicial action. The costs of a third party mediator, if utilized, shall be borne equally by the parties. If either party elects to file an action in court, such action shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

J. Counterparts

This Agreement may be executed in multiple counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single document. Signatures may be given via facsimile transmission and shall be deemed given as of the date of facsimile transmittal of the executed Agreement by one party to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

UNITED WATER CONSERVATION DISTRICT

By \_\_\_\_\_ *MB*  
Mauricio E. Guardado, Jr., General Manager

[CONSULTANT]

By \_\_\_\_\_ *Thomas O. Keller*  
Thomas O. Keller, Vice President  
\_\_\_\_\_

# **EXHIBIT “A” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

CONSULTANT shall provide professional engineering consultation services under this Agreement for the **Development of 60 Percent Design Documents for the Santa Felicia Dam Spillway Improvement Project** in accordance with work described in the attached **Scope of Work and Schedule of Charges**.

## **BACKGROUND**

Santa Felicia Dam is owned and operated by United Water Conservation District (UWCD), and is under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and California Department of Water Resources Division of Safety of Dams (DSOD).

The spillway of the dam does not have sufficient capacity to pass the inflow design flood (IDF) from Lake Piru Reservoir. The IDF for the spillway improvement project was established as 220,000 cubic feet per second (cfs), with computed outflow through spillway equal to 205,000 cfs due to attenuation of the flow caused by reservoir storage above the spillway crest level. The purpose of the spillway improvement project is to address the hydraulic deficiency of the existing spillway.

GEI Consultants, Inc. (GEI) has completed the following studies and designs to advance the spillway improvement project:

- Phase 1 Study – A feasibility study was performed to evaluate alternatives to mitigate the hydraulic deficiency of the spillway. UWCD submitted the Phase 1 Study report to FERC and DSOD in April 2015.
- Phase 2 Study – A Phase 2 Study was performed to further evaluate alternatives to address the hydraulic deficiency of the spillway. A subsurface exploration program was performed as part of the Phase 2 Study to obtain geotechnical information to support conceptual design of spillway modification alternatives. The Phase 2 Study report contains conceptual designs of four spillway modification alternatives and identifies a preferred alternative to carry forward into the final design phase. UWCD submitted the Phase 2 Study report to FERC and DSOD in March 2019.
- 10% Design – A 10% design phase was performed to advance the spillway improvement project. This design phase included a detailed condition assessment of the existing spillway as required by FERC and DSOD. UWCD submitted the 10% design report to FERC and DSOD in March 2020.

- Supplemental 10% Design – A supplemental 10% design phase was performed to advance the spillway improvements project. A subsurface exploration program was performed as part of this phase to obtain additional geotechnical information for design. UWCD submitted the supplemental 10% design documents to FERC and DSOD in September 2021
- 30% Design – A 30% design phase was performed to advance the spillway improvement project. This design phase included development of the basis of design report, design report, a constructability evaluation and construction plans to a 30% design level. UWCD submitted the 30% design documents to FERC and DSOD in September 2022.

As required by FERC, UWCD convened an independent Board of Consultants (BOC) to oversee and assess the adequacy of the investigations, designs, and construction activities for the spillway improvement project. Five BOC meetings have been held through completion of the 30% design phase. A sixth BOC meeting is scheduled for September 2022 to review the 30% design. The BOC prepared a report at the end of each meeting to present their conclusions and recommendations with regard to the ongoing design work.

The spillway improvement project will consist of the following three major components to be constructed at the dam:

- Lowering the spillway chute slab (complete replacement of the slab),
- Reuse of the existing spillway walls and ogee crest, and
- Raising the embankment dam crest by 6.5 feet with a mechanically stabilized earth wall.

UWCD is also required by FERC and DSOD to replace the outlet works of the dam because of concerns for seismic stability of the intake tower and conduit through the dam, and to mitigate ongoing accumulation of sediment in the reservoir. The spillway improvement project and outlet works improvement project are collectively referred to as the “Santa Felicia Dam Safety Improvement Project” (Project). UWCD issued a Final Environmental Impact Report (Final EIR) for the Project in compliance with provisions of the California Environmental Quality Act in February 2019.

The 30% design is completed pending the BOC’s review and comments. Future design milestones are anticipated to be at the 60%, 90%, and 100% completion levels. The design of the spillway improvements will evolve as additional analyses are performed, and additional input is received from UWCD, FERC, DSOD, and BOC.

The scope of work described below includes completion of 60% design of the spillway improvement project.



## **SCOPE OF WORK**

The scope of work for the 60% design of the spillway improvement project is divided into the following nine tasks:

- Task 1 – Project Management and Coordination
- Task 2 – 60% Analyses and Design
- Task 3 – 60% Plan Drawings
- Task 4 – 60% Specifications
- Task 5 – 60% Basis of Design Report and Design Report
- Task 6 – 60% Constructability Evaluation Report and Cost Estimate
- Task 7 – Board of Consultants Meeting
- Task 8 – Comment Response Memorandum
- Task 9 – Presentation to UWCD Board (Optional)

The scope of work for each task is presented in detail below. General assumptions related to the scope of work are contained after a description of Task 9.

### **Task 1 – Project Management and Coordination**

This task includes management of the GEI team, contract administration, project controls, progress reporting, and coordination with UWCD, regulatory agencies, and other UWCD consultants. GEI's project manager will coordinate with UWCD throughout the duration of the work, with assistance as needed from task leads. This task includes the following activities:

- Management and supervision of the GEI design team.
- Coordination meetings of the GEI design team.
- Management, coordination, and evaluation of subconsultant services.
- Management of the project scope, schedule, and budget.
- Progress report included with submittal of monthly invoices.

Coordination and communications with UWCD includes a one-hour bi-weekly progress meeting (virtual) to discuss project issues and progress. GEI will assist UWCD in communications with FERC and DSOD to address issues related to process and functioning of the BOC, schedule of review submittals, and other matters related to the 60% design efforts. We have assumed that these communications will mainly be via phone and email.

### **Task 2 – 60% Analyses and Design**

GEI will perform geotechnical, structural, hydraulic, and site civil analyses and design studies required to advance the design, plans, and specifications to the 60% level of completion. UWCD, BOC, FERC, and DSOD comments on the 30% analyses and design will be incorporated into the 60% design, as appropriate

Geotechnical analyses include evaluations to support design of the lowered chute slab, secant pile cutoff wall at the end of the chute, and mechanically stabilized earth (MSE) wall for raising the dam crest. Rock slope stability analyses will be performed to evaluate the stability of planned excavations (cut slopes) within the spillway chute. The analyses will include kinematic analyses and/or limit equilibrium analyses, depending on the character of the rock exposed in the cuts. Geotechnical parameters for design of facilities will be updated and included in the Design Report.

Structural analyses will be performed to advance the design of the spillway chute slab and concrete bevel reinforcement, including structural detailing. Structural analysis will be performed to evaluate various configurations for raising the existing retaining walls to prevent overtopping of the dam. Connections to the existing structure will be evaluated and designed to resist hydrostatic and seismic forces. Structural evaluations will include stability analyses of MSE wall sections, cantilever analyses of the downstream cutoff wall, structural detailing of the concrete cap beam, and anchor bar design and layout refinement to support the spillway improvement project.

Hydraulic analyses will be performed to support the 60% design of the spillway modifications. GEI will use the previously developed computational fluid dynamics (CFD) model of the proposed 30% design using Flow3D software. The CFD model will be used to evaluate additional analyses requested by the BOC, refinements to the downstream channel grading, and evaluate details of the sloped side walls. The results of these modeling scenarios will be compared to the previous results of the modeling. GEI will update the spillway rating curve based on any modifications to the spillway configuration.

Site civil analyses include evaluations for development of final site grading, site drainage and details, access roads, refinement of the parking/turnaround areas, and temporary erosion control measures during construction.

Draft technical memoranda (TMs) to document the various analysis and design studies will be submitted to UWCD for review. Final TMs will be prepared to address UWCD comments.

### **Task 3 – 60% Plan Drawings**

This task consists of updating the 30% design level drawings and preparing additional drawings for construction of the spillway improvement project. The drawings will include plan views, profiles, sections, and details of the various project elements to a 60% level of completion. UWCD, BOC, FERC, and DSOD comments on the 30% design drawings will be incorporated into the 60% design drawings, as appropriate. The drawings will show required demolition, excavations, foundation preparation, seepage and uplift control provisions,

reinforced concrete slabs and walls, anchors, existing retaining wall improvements, backfills, and final grades for the spillway modifications and raising of the dam crest. Access roads, construction staging areas, and stockpile areas will also be shown on the drawings. The drawing set will include updates to previous design drawings developed to install cleanouts on the existing retaining wall heel drains. We anticipate that the final drawing set will include approximately 100 drawings, divided into the following sections:

- General
- Erosion Control
- Demolition
- Civil
- Structural
- MSE Wall
- Wall Heel Drain Cleanouts

Reference drawings will also be included in the plan set. The drawings will be prepared in a current version of AutoCAD Civil 3D as standard 22x34-inch full size drawings, which are conveniently reducible to 11x17-inch half size drawings for reference.

#### **Task 4 – 60% Specifications**

GEI will prepare technical specifications for construction to a 60% design level of completion. Each technical specification will be a separate Microsoft Word file.

Pertinent sections of UWCD's General Conditions and Standard Specifications will be used as needed. It is anticipated that specifications and contracting requirements will include:

- UWCD Notice to Contractors and Instruction to Bidders
- UWCD General Provisions
- UWCD Special Provisions
- UWCD Standard Contract, Forms, and Instructions
- Bid Schedule
- Information for Bidders package

Technical specifications will be submitted as individual Microsoft Word files. A compiled set of specifications will be submitted in searchable PDF format.

#### **Task 5 – 60% Basis of Design Report and Design Report**

The 30% Basis of Design Report (BDR) will be updated to a 60% level of completion. The BDR contains design criteria used for final design of the spillway improvement project.

The 30% Design Report will be updated to a 60% level of completion. The Design Report documents the design of facilities for the outlet works improvement project and summarizes the analyses that have been performed for the project to date.

The Design Report will reference other documents pertinent to the design effort, such as plan drawings, specifications, and topic-specific technical memoranda and reports. TMs developed during 60% design will be included as appendices to the 60% Design Report, as appropriate. As the project advances through various stages of design, the Design Report will be updated to reflect an increasing level of detail, ultimately resulting in a Final Design Report at the end of the project. A draft 60% Design Report will be submitted to UWCD for review, and a final 60% Design Report prepared to address UWCD comments.

#### **Task 6 – 60% Constructability Evaluation Report and Cost Estimate**

GEI will update the 30% Constructability Evaluation Report based on the 60% design information. The report will include an anticipated construction schedule (Microsoft Project format) based on an anticipated sequence of construction. The report will include general discussions of reservoir level control, dewatering issues, anticipated excavation methods, construction staging areas, as well as construction risks and potential mitigation measures. The Constructability Report will inform development of the construction plans and specifications. A draft 60% Constructability Evaluation Report will be submitted to UWCD for review and a final 60% Constructability Evaluation Report prepared to address UWCD comments.

Opinions of probable construction cost (OPCC) and opinions of probable project costs (OPPC) for the outlet works improvement project will be updated based on the 60% design information. The OPCC represents a likely contractor bid to construct the project, including contractor overhead and profit, plus a contingency to account for potential unforeseen or changed conditions. The OPPC will include allowances for non-construction project costs including permitting fees, legal and administrative costs, design investigations and engineering, and construction management costs. The cost estimates will be generated in accordance with guidelines established by AACE as a Class 2 equivalent (-15% to +20%) estimate level. The OPCC will be based on our evaluation of the major construction items appropriate to complete the work, and quantity estimates developed from the 60% design drawings. The cost estimate will be submitted as a separate TM.

#### **Task 7 – Board of Consultants Meeting**

As required by FERC, UWCD convened a BOC to oversee and assess the adequacy of the investigations, designs, and construction activities for the spillway improvement project. FERC has specific requirements in terms of operation of the BOC, as indicated in a September 16, 2016 letter from FERC to UWCD. GEI will

work closely with UWCD to help assure that all BOC requirements established by FERC are followed and to support UWCD in communications with the BOC.

There will be one meeting of the BOC near the completion of the 60% design phase (BOC Meeting No. 8), to be attended by UWCD, GEI, FERC, and DSOD. The 60% design documents to be submitted to the BOC, FERC, and DSOD for formal review are the following:

- 60% Basis of Design Report
- 60% Design Report and Appended TMs
- 60% Plan Drawings
- 60% Specifications
- 60% Constructability Evaluation Report
- Updated BOC Comment Tracking Form

GEI will perform the following in support of the 60% design BOC meeting: assist UWCD with development of a meeting agenda, prepare a list of questions for the BOC to respond to, compile and print a packet of information for review by meeting attendees, develop a PowerPoint presentation to summarize key elements of the 60% design work, and attend the BOC meeting to make presentations and answer questions. We have assumed that this meeting will be held at UWCD's office in Ventura County over a two-day period, and be attended by one GEI staff (plus two other GEI staff as part of the outlet works improvement project).

UWCD will handle scheduling of the meeting with the BOC and communications with the BOC, FERC, and DSOD relative to the meeting time and location.

#### **Task 8 – Comment Response Memorandum**

FERC, DSOD, and the BOC will submit comments on the 60% design documents submitted to them for review. GEI will develop tracking forms to document FERC, DSOD, and BOC comments and provide responses to comments. A comment response memorandum (CRM) will be prepared by GEI to compile the tracking forms. A Draft CRM will be submitted to UWCD for review, and finalized to address UWCD comments on GEI's responses. UWCD comments on the 60% design documents will be tracked and addressed separately.

Comments on the 60% design received from UWCD, FERC, DSOD, and BOC will be incorporated into the next phases of design, as appropriate.

#### **Task 9 – Presentation to UWCD Board (Optional)**

As an optional task, GEI will prepare for and participate in a workshop to present key elements of the 60% design to UWCD management/Board. For budgeting purposes, we have assumed a labor effort of 52 hours for this task.



## **Additional Assumptions**

The following additional assumptions were made in developing the scope of work and fee estimate for 60% design of the spillway improvement project:

1. The configuration of spillway improvements will be as generally shown on the 30% design documents. Changes to this general configuration required by UWCD, BOC, or regulatory agencies may require modifications to the scope of work and design fee.
2. The existing walls of the spillway can be used to safely pass the IDF.
3. The BOC and regulatory agencies will not request extraordinary engineering analyses beyond typical geotechnical, structural, and hydraulic evaluations for a spillway slab replacement project.
4. A physical hydraulic model of the spillway will not be required.
5. Additional three-dimensional Finite Element Model (FEM) analyses of the existing walls will not be required.
6. All site survey information and site topography for design of facilities will be provided by others.
7. No additional field subsurface explorations will be required for design of facilities.
8. All deliverables will be submitted in electronic format. Two hard copies of final documents will be submitted to UWCD.

**United Water Conservation District**  
**Spillway Improvement Project**  
**Design Fee Estimate - 60% Design Phase**  
**GEI Consultants, Inc.**  
 8/22/2022 Draft

Task	GEI Labor Hours	GEI Labor Costs	GEI Expenses	Total Fee
Task 1 - Project Management and Coordination	248	\$64,308	\$0	\$64,308
Task 2 - 60% Analyses and Design	1,240	\$229,540	\$0	\$229,540
Task 3 - 60% Plan Drawings	1,400	\$257,940	\$0	\$257,940
Task 4 - 60% Specifications	560	\$116,640	\$0	\$116,640
Task 5 - 60% Basis of Design Report and Design Report	384	\$82,152	\$0	\$82,152
Task 6 - 60% Constructability Evaluation Report and Cost Estimate	488	\$98,264	\$0	\$98,264
Task 7 - Board of Consultants Meeting No. 8	164	\$38,612	\$2,000	\$40,612
Task 8 - Comment Response Memorandum	60	\$13,512	\$0	\$13,512
Task 9 - Presentation to UWCD Board (Optional)	52	\$13,036	\$1,000	\$14,036
TOTAL	4,596	\$914,004	\$3,000	\$917,004

## SCHEDULE

CONSULTANT shall provide professional consultation services for the 60 Percent Design for the Santa Felicia Dam Spillway Improvement Project in accordance with the schedule below.

Item	Approximate Date
Submit Draft 60 Percent Constructability Evaluation Report	02/24/2023
Submit Draft 60 Percent Basis of Design Report	05/26/2023
Submit Draft 60 Percent Design Report	08/11/2023
Submit 60 Percent Design Packet	10/06/2023
Complete 60 Percent Design	12/07/2023

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 132
Staff Professional – Grade 2	\$ 145
Project Professional – Grade 3	\$ 159
Project Professional – Grade 4	\$ 178
Senior Professional – Grade 5	\$ 210
Senior Professional – Grade 6	\$ 239
Senior Professional – Grade 7	\$ 284
Senior Consultant – Grade 8	\$ 318
Senior Consultant – Grade 9	\$ 388
Senior Principal – Grade 10	\$ 388
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Senior Drafter and Designer	\$ 159
Drafter / Designer and Senior Technician	\$ 145
Field Professional	\$ 119
Technician, Word Processor, Administrative Staff	\$ 118
Office Aide	\$ 92

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

## 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 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants; chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

**Billing Rates for Specialized Technical Computer Programs** – Computer usage for specialized technical programs will be billed at flat rates established in the Agreement. Flow3D software modeling runs will be billed at \$2,000 per run.

**Field and Laboratory Equipment Billing Rates** – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

**Transportation and Subsistence** - Automobile expenses for GEI or employee owned cars will be reimbursed per the Travel Expenses provisions included in Exhibit B.

Tolls and parking charges will be billed directly. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

## **EXHIBIT “B” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

CONSULTANT shall adhere to the following **Guidelines for Expense Reimbursement**:

Incidental expenditures incurred by CONSULTANT in the course of performing work under this Agreement and submitted for reimbursement by UNITED shall comply with the following guidelines.

Receipts are required for all reimbursable expenses (with an exception for meals and lodging) and shall be furnished with the invoice. Reimbursable expenditures shall not be subject to mark-up. Only actual costs of expenditures within the limits presented below are eligible for reimbursement.

### **1. Reimbursable Expenditures**

#### **A. Travel Expenses**

Expenses for airfare or other travel accommodations shall not exceed costs that would reasonably be expected for comparable economy or coach class accommodations.

Personal vehicles may be used when appropriate and mileage will be reimbursed at the standard Internal Revenue Service (IRS) business mileage rate (i.e., 56 cents per mile for calendar year 2021, but for a total cost no greater than the cost that would reasonably be expected for round trip economy or coach class airfare. With the exception of extenuating circumstances (e.g. transport of specialized equipment), mileage for any trip over 500 miles shall be reimbursed at a total cost no greater than would reasonably be expected for round trip economy or coach class airfare. Extenuating circumstances shall be pre-approved by UNITED.

Rental vehicle costs are reimbursable when justified by the nature of the trip. With the exception of extenuating circumstances (e.g. transport of more than 4 people or excessive cargo) the total expense for the rental vehicle shall not exceed a cost that would reasonably be expected for a standard class vehicle. Insurance for rental vehicles is not reimbursable and must be in accordance with all insurance requirements set forth in this Agreement.

#### **B. Lodging**

The cost of lodging incurred on approved CONSULTANT business trips is reimbursable. UNITED will reimburse lodging at the standard U.S. General Services Administration (GSA) rate for Ventura County (i.e., \$182.00 per night [excluding



taxes] for the months of October 2022 and January – September 2023). GSA rates are annually updated in October.

C. Meals

The cost of meals incurred on approved CONSULTANT Projects is reimbursable.

If UNITED is reimbursing the CONSULTANT for lodging, UNITED will reimburse for meals at the appropriate standard GSA rate for Ventura County (i.e., \$49.50 (or 75% of a daily rate) per day for first and last calendar day of PROJECT work, and \$66.00 per day for additional PROJECT work days for calendar year 2021.

If UNITED is not reimbursing the CONSULTANT for lodging, UNITED will not reimburse the CONSULTANT for meals.

D. Equipment

All reimbursable equipment must be purchased or rented at a reasonable cost, in accordance with industry standards.

E. Expendable Items

Items that are expendable (depleted) will not be returned to UNITED, as the items will be “used up” in the course of CONSULTANT’s work.

F. Non-Expendable Items

Items that are non-expendable (not depleted) will be returned to UNITED upon completion of CONSULTANT’s work.

## EXHIBIT “C” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall procure and maintain for the duration of the Agreement, and for injuries that occur and claims which are made after the services herein are performed, insurance against claims or injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, or employees.

### *Minimum Scope of Insurance*

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or its equivalent).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 or its equivalent (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors & Omissions Liability insurance appropriate to the CONSULTANT's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Valuable Document Insurance on all plans, specifications and other documents as may be required to protect UNITED in the amount of its full equity in such plans, specifications and other documents.

### *Minimum Limits of Insurance*

CONSULTANT shall maintain limits no less than:

- |  |   |
|--|---|
| 1. General Liability:<br>Including operations, products and completed operations, as applicable. | <b>\$1,000,000</b> per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:   | <b>\$1,000,000</b> per accident for bodily injury and property damage.  |

3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors & Omissions Liability: **\$1,000,000** per claim.
5. Valuable Document Insurance **Full Equity of all Documents**

#### *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by UNITED. At the option of UNITED, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects UNITED, its directors, officers, officials, employees and agents; or CONSULTANT shall provide a financial guarantee satisfactory to UNITED guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### *Other Insurance Provisions*

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

6. For all policies required by this Agreement, UNITED and its directors, officers, officials, employees and volunteers are to be covered as additional named insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.
7. For any claims related to this Project, the CONSULTANT's insurance coverage shall be primary insurance as respects UNITED and its directors, officers, officials, employees and agents. Any insurance or self-insurance maintained by UNITED, its directors, officers, officials, employees or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to UNITED (with the exception of ten (10) days for nonpayment of premium).

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

9. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
10. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
12. A copy of the claims reporting requirements must be submitted to UNITED for review.
13. If the services involve lead-based paint or asbestos identification/ remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/ remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

#### *Acceptability of Insurers*

Insurance is to be placed with insurers qualified to do business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to UNITED. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### *Verification of Coverage*

CONSULTANT shall furnish UNITED with original certificates and amendatory/ additional insured endorsements effecting coverage required by this clause. The endorsements should be on forms provided by UNITED or on other than UNITED's forms provided those endorsements conform to UNITED requirements. All certificates and endorsements are to be received and approved by UNITED before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. UNITED reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

#### *Waiver of Subrogation*

CONSULTANT hereby agrees to waive subrogation, which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the CONSULTANT, its employees, agents and subcontractors.



### **Staff Report**

**To:** UWCD Engineering and Operations Committee

**Through:** Mauricio E. Guardado, Jr., General Manager

**From:** Brian Collins, Chief Operations Officer

**Date:** August 31, 2022 (September 1, 2022, Meeting)

**Agenda Item:** **3.4 Five-year Purchase of State Water from Casitas Municipal Water District- REVISED**  
**Board Motion**

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#### **Staff Recommendation:**

The Committee will consider recommending to the full Board approval of the motion item approving the terms in the Term Sheet for use by the General Manager or his designee in the negotiation and preparation of a final agreement to be taken to the Board for consideration and approval at a later date.

#### **Background:**

Casitas currently holds the rights to 5,000 Acre-Feet of State Water Project (SWP) Table A water supply allocation; Casitas currently has no ability to deliver its SWP Table A supply allocation into its service area.

On June 8, 2022, the Casitas Board of Directors directed their staff to begin discussions with United Water Conservation District staff (United) for an agreement of a multi-year transfer of Casitas' SWP Table A supplies, for up to five calendar years, 2023 through 2027.

#### **Discussion:**

Over the past 45 days, Casitas and United staffs have developed a draft terms sheet regarding the State Water purchase. The current draft term sheet was circulated to the Casitas Board of Directors on July 13, 2022, and is provided as Attachment A of this staff report.

A summary of draft terms:

- Five-year term (2023-2027) with years three through five optional.
  - Transfer of 100% of Casitas' SWP Table A allocation.
  - Transfer of 100% of Casitas SWP Article 21 allocation (if any).
  - Rights to use of Casitas' SWP storage and conveyance capacities related to the transferred supplies.
  - Pricing on a sliding scale based on the SWP Table A allocation, for each given year (see *Exhibit A* on page 2).
-



**Agenda Item 3.4      Five-year Purchase of State Water from Casitas Municipal Water District**  
**Board Motion**

- United to pay all variable costs related to the transferred water supply (\$300/AF estimated).
- United will be forbidden to transfer/sell any water supplies transferred under this agreement by Casitas.
- A definitive agreement will contain details of the proposed transaction and will require approval by both United and Casitas Boards of Directors.
- CEQA compliance to be prepared in conjunction with the definitive agreement.

**Fiscal Impact:**

The fiscal impact of this motion item is dependent upon the Table A allocation in any given year of the agreement term. Upon approval, funding will be budgeted for in the FY 2023-24 budget cycle. Note, no financial impact within the FY 2022-23 budget.

**Exhibit A**

Percent allocated (availability)	Water Received (AF)	Cost per AF	Conveyance Cost/AF	Total to CMWD	Total Cost of water
5%	250	\$700	\$300	\$175,000	\$250,000
10%	500	\$700	\$300	\$350,000	\$500,000
15%	750	\$700	\$300	\$525,000	\$750,000
20%	1000	\$600	\$300	\$600,000	\$900,000
25%	1250	\$575	\$300	\$718,750	\$1,093,750
30%	1500	\$550	\$300	\$825,000	\$1,275,000
35%	1750	\$525	\$300	\$918,750	\$1,443,750
40%	2000	\$500	\$300	\$1,000,000	\$1,600,000
45%	2250	\$475	\$300	\$1,068,750	\$1,743,750
50%	2500	\$450	\$300	\$1,125,000	\$1,875,000
55%	2750	\$425	\$300	\$1,168,750	\$1,993,750
60%	3000	\$400	\$300	\$1,200,000	\$2,100,000
65%	3250	\$375	\$300	\$1,218,750	\$2,193,750
70%	3500	\$350	\$300	\$1,225,000	\$2,275,000
75%	3750	\$325	\$300	\$1,218,750	\$2,343,750
80%	4000	\$300	\$300	\$1,200,000	\$2,400,000
85%	4250	\$275	\$300	\$1,168,750	\$2,443,750
90%	4500	\$275	\$300	\$1,237,500	\$2,587,500
95%	4750	\$275	\$300	\$1,306,250	\$2,731,250
100%	5000	\$275	\$300	\$1,375,000	\$2,875,000

**Attachment:**

Attachment A: Casitas-United\_Draft\_Transfer\_Term\_Sheet\_071322.cleaned(1)

**07/13/2022 Draft**

**TERM SHEET FOR MULTI-YEAR WATER TRANSFER PROGRAM BETWEEN  
CASITAS MUNICIPAL WATER DISTRICT  
AND  
UNITED WATER CONSERVATION DISTRICT**

**1. Recitals**

- a. Casitas Municipal Water District (“Casitas”) and the United Water Conservation District (“United”) each have water supply contracts, indirectly, with the California Department of Water Resources (“DWR”) for water from the State Water Project (“SWP”).
- b. Ventura County Watershed Protection District (VCWPD) is the named contractor with the State of California for 20,000 acre feet of Table A water.
- c. Casitas is the administrator of the Water Supply Contract and has retained access to 5,000 acre feet of the total 20,000 acre feet of Table A Water.
- d. Casitas is presently unable to directly deliver SWP supplies into its service area.
- e. United also has subcontracted with Casitas for access to 5,000 acre feet of SWP Table A.
- f. Without local conveyance facilities in place to currently utilize SWP water, Casitas believes it could benefit from a water transfer that delivers its Table A water to others to provide an offset of costs related to imported water supplies.
- g. Casitas is considering options to obtain its SWP water in the future through exchange or physical connection. An interconnection will still require between three and five years to implement.
- h. United is willing to purchase Casitas’ allocated Table A water supply and take delivery of the additional water in its service area.
- i. United needs additional water within the United’s service area due to reduced diversions at the Freeman Diversion as a direct result of NMFS’ mandated environmental bypass flows for steelhead trout.
- j. United and Casitas recognize that the allocation of Table A water varies from year to year and that Article 21 water allocations are very intermittent and sporadic.
- k. United has a variety of water delivery opportunities including groundwater recharge and banking programs. United is well positioned to utilize water made available on an irregular basis.
- l. Therefore, Casitas and United propose to initiate a multi-year Water Transfer Program (“Program”) for their mutual benefit and better water management of their SWP water and other supplies.
- m. The proposed multi-year agreement will cover five calendar years.

- n. Casitas desires the flexibility to withdraw from the agreement in the third, fourth and/or fifth year in the event that Casitas has the need to deliver these supplies to meet its customer demands.
- o. This term sheet will be followed by a 'definitive agreement' that will contain the tenets of this term sheet for review and approval by Casitas and United.

## **2. Term of Agreement**

- a. The agreement term will be from the date executed by both parties until December 31, 2027, unless extended by mutual agreement.
- b. Parties may terminate the agreement at any time by mutual consent.
- c. Casitas will retain the ability to terminate this Agreement in the year 2025, 2026, or 2027 if a temporary or permanent project allowing for the direct delivery of SWP to Casitas' service area is made available.

## **3. Quantity of Water Transferred**

- a. It is understood that the Table A allocation refers to the Casitas' SWP Table A allocation.
- b. Starting in the year 2023, United is entitled to purchase all of Casitas' allocated Table A water throughout the term of the agreement, which would expire on December 31, 2027 or earlier, or may be extended, by mutual consent.
- c. Allocations by the DWR of SWP water typically begin on December 1 of each year for the following calendar year. The allocations by DWR are generally made to contracting agencies based on a percentage of the total Table A for the individual contractor. The allocations are updated periodically, driven by the hydrology and DWR's ability to deliver SWP water to contracting agencies. The quantity of water available to United is reflected in Column 2 of Exhibit A and will vary from year to year depending on the percentage allocated by DWR in Column 1. This is exclusive of any Health and Safety allocations made pursuant to Article 18 of the VCWPD contract with DWR.
- d. The definitive agreement will include Casitas' Table A and Article 21 as well as the ability for United to convey/store these supplies under Casitas' rights within the State Water Project.

## **4. Pricing of Transferred Water**

- a. United will pay Casitas the per acre foot price as shown in Column 3 of Exhibit A, corresponding to the final allocation percentage for the year as determined by DWR.
- b. United will pay Casitas no later than July 1 of each calendar year it receives Casitas' final Table A allocation amount.
- c. Casitas will send an invoice no later than April 30 of each calendar year United receives Casitas' final Table A water allocation amount.

- d. United will pay all SWP Variable charges for the Casitas Table A or Article 21 water delivered to its service area or to storage.

#### **5. Resale of Transferred Casitas SWP Table A or Article 21**

- a. United shall not sell or transfer water supplies that are transferred by Casitas.

#### **General Terms and Approvals:**

- a. Upon execution of this Term Sheet, related to the Program, Casitas and United shall (1) initiate preparation of any CEQA documents for environmental review and (2) prepare a definitive agreement intended to be finalized and executed by their respective Boards, along with any required CEQA compliance.
- b. Neither party will be bound by this term sheet until the definitive agreement is approved and executed by both parties.
- c. Casitas and United shall each be responsible for their own review and processing required agreements, environmental documents, and other transaction costs.

Terms acknowledged by:

Casitas Municipal Water District:

United Water Conservation District:

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Michael Flood, General Manager

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Mauricio Guardado, General Manager

Exhibit A

**DRAFT – SUBJECT TO CHANGE AND NEGOTIATION**

Exhibit A			
Casitas-United Water Deal Pricing Schedule			
Allocation Volume in AF Price Per AF Total Paid to Casitas			
100%	5000	\$275	\$1,375,000
95%	4750	\$275	\$1,306,250
90%	4500	\$275	\$1,237,500
85%	4250	\$275	\$1,168,750
80%	4000	\$300	\$1,200,000
75%	3750	\$325	\$1,218,750
70%	3500	\$350	\$1,225,000
65%	3250	\$375	\$1,218,750
60%	3000	\$400	\$1,200,000
55%	2750	\$425	\$1,168,750
50%	2500	\$450	\$1,125,000
45%	2250	\$475	\$1,068,750
40%	2000	\$500	\$1,000,000
35%	1750	\$525	\$918,750
30%	1500	\$550	\$825,000
25%	1250	\$575	\$718,750
20%	1000	\$600	\$600,000
15%	750	\$700	\$525,000
10%	500	\$700	\$350,000
5%	250	\$700	\$175,000