

**REVISED AGENDA**  
**ENGINEERING and OPERATIONS COMMITTEE MEETING**  
**Thursday, June 1, 2023, 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 May 4, 2023, Engineering and Operations Committee meeting.

**3. June 14, 2023, Board Meeting Motion Agenda Items**

The Committee will review and discuss the following agenda items to be considered for approval at the June 14, 2023, 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 Santa Felicia Dam Safety Improvement Project - Outlet Works Improvement Project Construction Management and Inspection Services (CIP 8002) Award of Contract and Fund Transfer**

(Engineering Department, Dr. Maryam Bral) (Proposed Time: 10 minutes)

The Committee will consider recommending approval of authorizing the General Manager to execute a Construction Management and Inspection Services agreement with Black and Veatch Corporation on an annual basis, beginning with a contract for FY 2023-24 in the amount not to exceed \$1,498,623; and approval of a funds transfer from CIP 8003 to CIP 8002 in the amount of \$757,568, to the full Board.

**3.2 Resolution 2023-11 Approving Adoption of the California Environmental Quality Act Notice of Exemption for the Replacement of Water Well No. 5 Project**

(Engineering Department, Craig Morgan) (Proposed Time: 5 minutes)

The Committee will consider recommending to the full Board approval Resolution 2023-11, determining that Replacement of Water Well No.5 (“Project”) is exempt from the provisions of the California Environmental Quality Act (“CEQA”), and directing staff to file a Notice of Exemption in accordance with CEQA.



### 3.3 Contract Award to Jacobs Engineering Group, Inc., for Extraction Barrier and Brackish Water Treatment (EBB) Project Phase 1 Planning, Design, Construction Oversight, and Related Support Services for Groundwater Monitoring Wells at Naval Base Ventura County-Point Mugu (CIP 8019)

(Water Resources, John Lindquist) (Proposed Time: 10 minutes)

The Committee will consider recommending approval of the motion item to the full Board that authorizes the General Manager to execute a professional consulting services agreement with Jacobs Engineering Group, Inc., (Jacobs) in the amount of \$412,316 [\$374,833 plus 10% contingency (\$37,483)] to provide planning, design, construction oversight, and related support services for installation and aquifer testing of up to twenty groundwater monitoring wells at Naval Base Ventura County-Point Mugu as part of Phase 1 of the EBB Project (CIP 8019).

### 4. Monthly Department Updates (Proposed Time: 15 minutes per update)

#### Information Item

The Committee will receive and review the monthly reports from the Engineering, Environmental Services, and Operations and Maintenance Departments as well as receive a verbal presentation of reports' highlights.

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

#### 4.2 Environmental Services Department Update (Marissa Caringella)

#### 4.3 Operations and Maintenance Department Update (John Carman)

### 5. Future Agenda Items

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

## ADJOURNMENT

#### Directors:

Chair Lynn E. Maulhardt  
Catherine P. Keeling  
Daniel C. Naumann

#### Staff:

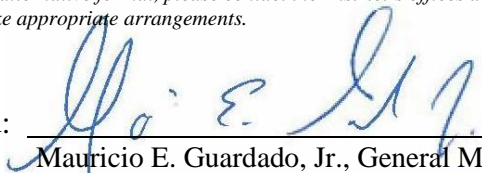
Mauricio E. Guardado, Jr.  
Anthony Emmert  
Marissa Caringella  
Hannah Garcia-Wickstrum  
Evan Lashly  
Tessa Lenz  
Randall McInvale


Dr. Maryam Bral  
John Carman  
Jackie Lozano  
Vanessa Vasquez  
Dan Detmer  
John Lindquist

Craig Morgan  
Michel Kadah  
Adrian Quiroz  
Robert Richardson

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Approved:

  
Mauricio E. Guardado, Jr., General Manager

  
Dr. Maryam Bral, Chief Engineer

  
Anthony Emmert, Assistant General Manager

Posted: (date) May 26, 2023

(time) 1:00 p.m.

(attest) Vanessa Vasquez

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

Posted: (date) May 26, 2023

(time) 1:15 p.m.

(attest) Vanessa Vasquez

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  
Catherine P. Keeling  
Gordon Kimball  
Daniel C. Naumann

General Manager  
Mauricio E. Guardado, Jr.

Legal Counsel  
David D. Boyer

**ENGINEERING and OPERATIONS**  
**COMMITTEE MEETING**  
**MINUTES**

**Thursday, May 4, 2023, at 9:00 a.m.**  
**UWCD Headquarters, First Floor, Board Room**  
**1701 N. Lombard Street, Oxnard, CA 93030**

**COMMITTEE MEMBERS IN ATTENDANCE**

Lynn E. Maulhardt, chair  
Catherine P. Keeling, director  
Daniel C. Naumann, director

**STAFF IN ATTENDANCE**

Mauricio Guardado, general manager  
Anthony Emmert, assistant general manager  
Dr. Maryam Bral, chief engineer  
Marissa Caringella, environmental services manager  
John Carman, operations and maintenance supervisor  
Brian Collins, chief operations officer  
Dan Detmer, water resources manager  
Michel Kadah, engineer  
John Lindquist, supervising hydrogeologist  
Jackie Lozano, administrative assistant  
Josh Perez, chief human resources officer  
Zachary Plummer, technology systems manager  
Ed Reese, technology systems specialist  
Robert Richardson, senior engineer  
Vanessa Vasquez, administrative assistant  
Brian Zahn, chief financial officer

**PUBLIC IN ATTENDANCE**

One member of the public was in attendance.

**Call to Order – Open Session**

Chair Lynn Maulhardt called the committee meeting to order at 9:00 a.m. The clerk of the Committee called roll. All Committee members were present (Keeling, Maulhardt, Naumann).

**1. Public Comments**

**Information Item**

Chair Maulhardt asked for public comment. There were none offered.



## **2. Approval of Minutes**

### **Motion**

Motion to approve the minutes from April 6, 2023, Engineering and Operations Committee meeting, Director Keeling; Second, Chair Maulhardt. Voice vote: three ayes (Maulhardt, Keeling, Naumann); none opposed. Motion carries 3/0.

## **3. May 17, 2023, Board Meeting Motion Agenda Item**

The Committee reviewed and discussed the following motion item for approval at the UWCD Board meeting on May 17, 2023. The Committee has formulated a recommendation to the entire Board based on its discussions with staff.

### **3.1 Authorize Approval of a Contract with GEI Consultants, Inc. To Develop the Final Design Phase of the Santa Felicia Dam Outlet Works Improvement Project, Prepare Final Bid Documents and Support Bid Phase**

Chief Engineer Dr. Maryam Bral presented on motion item 3.1. Chair Maulhardt initiated a discussion on the mandates put in place by the government for dam safety improvements related to the work presented in motion item 3.1. The Committee concluded that presenting regulatory mandates to the public would provide a better understanding of how costs are incurred. Presenting these would provide transparency to the number of required mandates that the District is required to respond to.

The Committee members suggested providing a spreadsheet to summarize project costs in presentations. These spreadsheets should include not-to-exceed amounts, funding that offsets costs and a list of past, current and anticipated expenditures. Dr. Bral notified the Committee that the Engineering Department has been tracking expenditures for each project and will provide this when presenting to the Board.

The Committee were all in favor of recommending motion item 3.1 to the Board.

No further comments or questions offered. No comments or questions were offered by the public.

## **4. Monthly Department Updates**

### **Information Item**

The Committee received and reviewed the monthly reports from the Engineering, Environmental Services, and Operations and Maintenance Departments as well as received a verbal presentation of its highlights (presentations are attached).

### **4.1 Engineering Department Update**

Dr. Bral presented department updates that covered the Santa Felicia Dam Safety Improvement Project, Iron and Manganese Treatment Facility and the Office of Local Defense Community Cooperation (OLDCC) Site Visit, Extraction Barrier and Brackish (EBB) Water Treatment Project status update and Public Outreach.



Director Naumann asked the status of the EBB project schedule referenced on slide six of the presentation. This led to further discussion on the Santa Felicia Dam Safety Improvement (SFD SIP) Project. Dr. Bral explained that the SFD SIP is currently on schedule with regard to design. However, that was different on the environmental front. The conversation continued discussing the National Marine Fisheries Service (NMFS) biological opinion regarding the construction for the spillway and outlet works. General Manager Mauricio Guardado asked Dr. Bral to make the Committee aware of certain project delays. Dr. Bral explained that the SFD SIP was scheduled to begin construction in July 2024 for the outlet works but due to extensive comments by NMFS, the construction may be delayed.

Chair Maulhardt asked Dr. Bral if she was content with the recent Functional Exercise (FE), especially in relation to her role as the chief engineer. Dr. Bral explained that she has made recommendations to the consultant to prevent the FE from going directly into dam failure in future training and to ensure adequate staff training on dam safety and emergency action plans to respond to such an event. She said she would like to see staff equally equipped to deal with such emergencies and these recommendations have been communicated with the consultant and have been included in After Action and Implementation Plan that was submitted to the Federal Energy Regulatory Commission (FERC).

Chair Maulhardt continued, discussing a number of challenges associated with NMFS obstructions and how this results in lost resources. Dr. Bral provided a background on the challenges associated with NMFS and potential impacts to the construction schedule for Santa Felicia Dam. As a legal requirement, staff are doing their due diligence to move forward with this project and delays are costly and could affect rates.

Dr. Bral continued, explaining that the OLDCC Staff recommended to invite the local legislators, (referencing slide three of the presentation) to the Iron and Manganese Facility Treatment Plant ribbon cutting ceremony and that the OLDCC Staff expressed interest in being present for the ribbon cutting currently scheduled for July 13. Mr. Guardado added that the benefit of such a project is putting public resources to good use and helping save rate payers money. The projects and outreach being done within the District serve the community at large and the goal is to influence better policy.

No further comments or questions. No comments or questions were offered by the public.

#### **4.2 Environmental Services Department Update**

Environmental Services Manager Marissa Caringella, presented on Freeman Diversion Operations and Fish Passage Facility, Increased Importation of Water from Pyramid Lake to Lake Piru, Santa Felicia Dam Fish Passage Pre-Implementation Study site access and Tour of the proposed EBB project locations at Naval Base Ventura County - Point Mugu.



Ms. Caringella thanked Water Resources and Engineering staff for their efforts relating to the tour of U.S. Navy Base Point Mugu associated with the EBB project. She also extended her gratitude for such efforts to the General Manager.

No further comments or questions were offered. No comments or questions were offered by the public.

#### **4.3 Operations and Maintenance Department Update**

Chief Operations Officer Brian Collins presented an overview of the Operations and Maintenance activities which included Lake Piru Spilling, Santa Felicia Dam Penstock Storm Cleanup and Grading, Saticoy Recharge Basins Generational Water Year, the Freeman Diversion Sediment Management, OH Delivery VFD Room Wire Pull/Shutdown and Post Chlorine Shutdown Gas Engine No. 4.

Director Nauman asked Mr. Collins about the hydroelectric system. Mr. Collins explained that that staff is currently hard at work on the hydroelectric plant. Mr. Collins reassured the Committee that staff will consider sediment impacts on the transducers and get the hydro plant at Santa Felicia Dam working again.

Chair Maulhardt added that the photos pictured in the presentation depict the complexities of diverting large amounts of water. These photos taken by John Carman depict the amount of work required to clear such massive amounts of silt.

Director Keeling suggested that staff highlight the maintenance operations associated with sediment to explain how this impacts the accumulation of water.

No further comments or questions from the Committee. No comments or questions were offered by the public.

#### **5. Future Agenda Items**

Chair Maulhardt polled the Committee members for any agenda items they would like to see at a future Committee meeting. None were offered.

#### **ADJOURNMENT 10:26 a.m.**

Chair Maulhardt adjourned the meeting at 10:26 a.m.

I certify that the above is a true and correct copy of the minutes of the Engineering and Operations Committee Meeting held on May 4, 2023.

**ATTEST:** \_\_\_\_\_  
Chair Lynn E. Maulhardt

### Motion Item 3.1

#### Authorize a Contract with GEI to Develop the Final Design Phase of the Santa Felicia Dam Outlet Works Improvement Project

❑ **Scope of Work:**

▪ Final Analyses and Design Document Development

▪ Updated Constructability Report and Engineering Cost Estimate

▪ Three-Dimensional Visualization

▪ O&M Manual

▪ Reservoir Operations Plan during Construction

▪ BOC Meeting No. 8 (November 2023)

▪ Design Potential Failure Modes Analysis (PFMA) Support - *Optional*

▪ Preparation of Construction Bid Documents - *Optional*


▪ Bid Phase Support – *Optional*

❑ **Contract Fee:**

▪ Final Design and Bid Support - \$867,980

❑ **Final Design Schedule:**

▪ July – November 2023




ATTACHMENT TO MEETING MINUTES UWCD  
Engineering and Operations Committee Presentations

1

### Motion Item 3.1

#### Authorize a Contract with GEI to Develop the Final Design Phase of the Santa Felicia Dam Outlet Works Improvement Project

Design Item	Cost to Date	Projected Future Cost
Pre-Design	\$1.9M	NA
Outlet Works Design	\$7.1M	\$500K
Spillway Design	\$4.7M	\$1.6M
Release Channel Design	\$144K	\$450K
Environmental Compliance	\$903K	\$400K
Regulatory Agency Permit Fee	\$310K	\$460K
<b>Subtotal</b>	<b>\$15M</b>	<b>\$3.4M</b>
<b>Total Estimated Design Cost</b>	<b>\$18.4M</b>	



ATTACHMENT TO MEETING MINUTES UWCD  
Engineering and Operations Committee Presentations

2



# ENGINEERING DEPARTMENT MONTHLY UPDATE

May 4, 2023





## Santa Felicia Dam Safety Improvement Project

Design

- April 17 – 90% Design Workshop Meeting
- April 26 – FERC met with NMFS and District to discuss NMFS comments on the Aug 2022 draft BA

CM Services

- April 17 – Received three proposals: Black & Veatch, Delve Underground, and Mott MacDonald

EAP

- April 18 – E-filed with FERC Functional Exercise After Action and Implementation Plan



03/22/23

2

# Iron and Manganese Treatment Facility

## OLDCC Site Visit



3

# Iron and Manganese Treatment Facility



Construction Completion: July 21, 2023, incl. 13 inclement weather days  
DCIP Completion Date: December 31, 2023



4

# Iron and Manganese Treatment Facility



Filter media delivery on site



Laboratory room – dry wall installation



# Extraction Barrier and Brackish Water Treatment Project



- OLDCC and United site tour, greeting Capt. Kimnach III
- DCIP grant opportunities for projects on military installations
- Final Draft MOA under review
- Draft Discharge Alternatives TM and Letter of Request are under development
- Letter of Support from LAFCo (April 24)



U.S. Department of Defense  
Office of Local Defense  
Community Cooperation



VENTURA  
LOCAL AGENCY  
FORMATION COMMISSION

Public Outreach





Perris II Desalter Tour of Eastern Municipal Water District  
Desalination Complex



7

QUESTIONS



8



Sabrina Kennedy at Saticoy – April 17, 2023


# ENVIRONMENTAL SERVICES DEPARTMENT MONTHLY UPDATE

May 4, 2023




## Department Summary Updates

- Freeman Diversion operations and fish passage facility
- Increased importation of water from Pyramid Lake to Lake Piru
- Santa Felicia Fish Passage Pre-Implementation Study site access
- Tour of proposed EBB Project locations at U.S. Navy Base Point Mugu



Freeman Diversion downstream view – April 10, 2023



Freeman fish ladder in use – April 10, 2023

Robbie Gambelli at Freeman – April 17, 2023



QUESTIONS ?



3



# OPERATIONS AND MAINTENANCE DEPARTMENT MONTHLY UPDATE

May 4, 2023



## Lake Piru Spill Continues Since 3-16-23






4-23-23

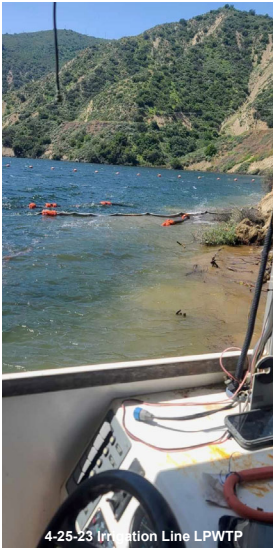
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### Santa Felicia Dam


#### Penstock Storm Cleanup – Grading




4-12-23 Penstock Cleanup




4-25-23 Irrigation Line LPWTP



4-12-23 Piru Recharge Basins



4-12-23 Piru Recharge Basins



3

3

### Saticoy Recharge Basins

#### Generational Water Year



Desilt  
Saticoy Basins  
Noble 1  
Noble 2  
Rose Basin  
Noble 3

5-3-23 Saticoy Recharge Basins

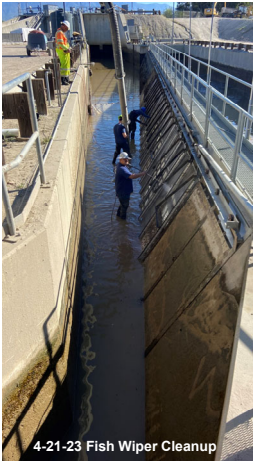


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4

## Freeman Diversion


### Sediment Management




4-21-23 Fish Wiper Cleanup



4-21-23 Sediment Management



Every  
Mon/Wed/Friday  
Flush Cycle  
5-1-23 Freeman Flush



5

## OH Delivery

### VFD Room Wire Pull / Shutdown - Post Chlorine Shutdown Gas Engine #4



4-25-23 VFD Electrical Building





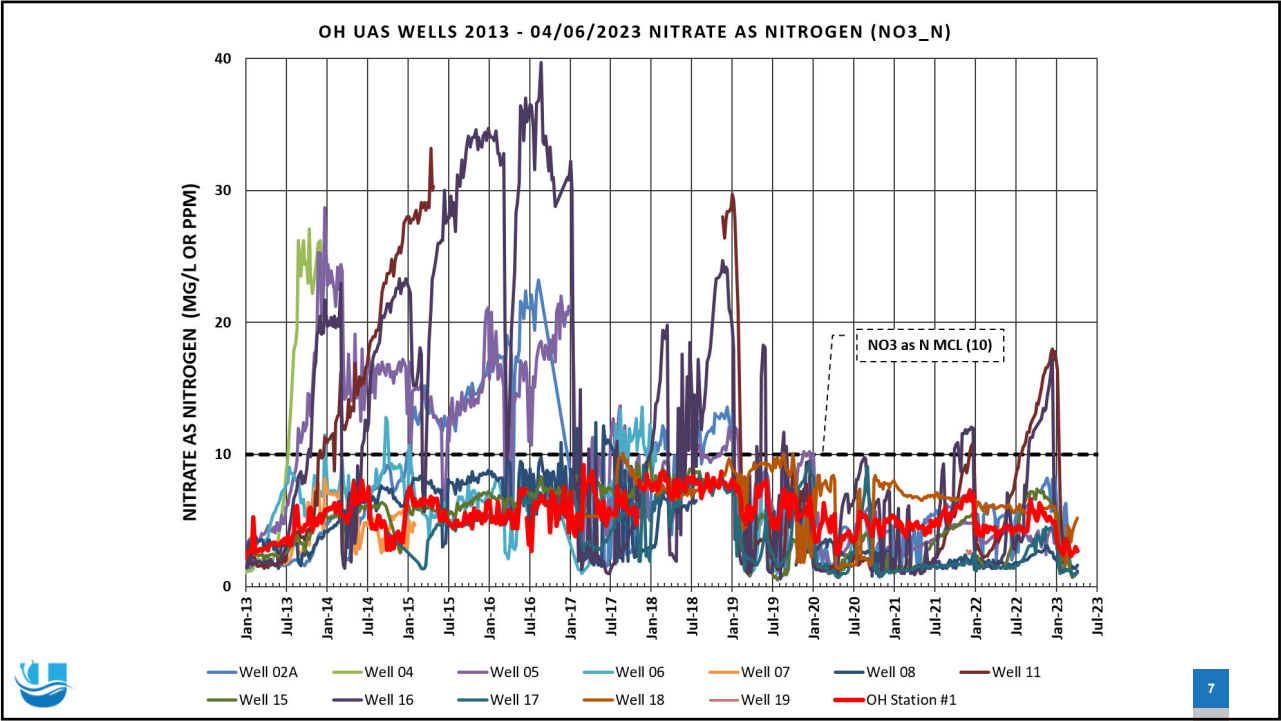
4-25-23 Post Chlorination  
Manifold upgrade



4-21-23 El Rio Booster Plant  
Gas Engine #4



6



7

Questions?

8

8

**Staff Report**

**To:** **Engineering and Operations Committee Members**

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

**From:** Dr. Maryam Bral, Chief Engineer  
Michel Kadah, Engineer  
Kaili Taniguchi, Engineer

**Date:** **May 23, 2023 (June 1, 2023, Committee Meeting)**

**Agenda Item:** **3.1 Santa Felicia Dam Safety Improvement Project - Outlet Works Improvement Project Construction Management and Inspection Services (CIP 8002) Award of Contract and Fund Transfer**  
**Board Motion**

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**Staff Recommendation:**

The Committee will consider recommending approval of the motion to authorize the General Manager to award a contract to Black and Veatch Corporation on an annual basis, beginning with the award of the Contract Management agreement for Fiscal Year 2023-24 to Black and Veatch Corporation in an amount not to exceed \$1,498,623 to provide construction management, inspection services and independent review of the constructability of the Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project (“Project”) (CIP 8002); and to recommend the approval of a fund transfer from CIP 8003 to CIP 8002 in the amount of \$757,568, to the full Board at its June 14, 2023, meeting.

Due to the size and duration of the contract agreement (Contract), which extends over multiple fiscal years, staff is recommending the Contract be divided into Fiscal Years, with each new fiscal year generating an amendment to the FY 2023-24 contract with Black and Veatch Corporation, and based on a total engineering estimate of \$14,601,187 for construction management and inspection services. The motion to the full Board is to approve the general award of contract to Black and Veatch Corporation, award the Fiscal Year 2023-24 contract not to exceed \$1,498,623, and to approve a fund transfer from CIP 8003 to CIP 8002 in the amount of \$757,568.

Fiscal Year 2023-24 scope of work will include the review of 90% design documents, project constructability review and preconstruction activities. Fiscal Year 2023-24 scope of work will begin following the award of the Contract. This scope of work is currently expected to be completed by the end of FY 2023-24. Future fiscal year contract amendments scope of work, currently estimated at an amount not to exceed \$13,102,564, will include construction management and inspection services performed during construction of the Project, which is expected to begin in July 2024. Fiscal Year contract amendments will commence following Board approval of an amendment to the contract. The FY 2024/25 contract amendment is expected to start in July 2024 and be completed by June 2025, with each subsequent FY contract awarded in the same time frame

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**3.1 Santa Felicia Dam Safety Improvement Project - Outlet Works Improvement Project Construction Management and Inspection Services (CIP 8002) Award of Contract and Fund Transfer  
Board Motion**

until the contracts, which are expected to conclude at the end of FY 2026/27, shortly after construction is completed.

**Background:**

The existing outlet works system needs to be replaced due to concerns related to seismic stability of the intake tower and water conveyance conduit through the dam and the 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 relocated to the east (left) abutment and replaced with a new outlet works facility which will consist of an intake control facility, including a sloping intake located in the reservoir, two water conveyance conduits in a new tunnel through a downstream control facility (DCF), and a hydropower facility consisting of a small cross-flow turbine located within the DCF. The design of the Project has advanced to 90% design, which will be completed and presented to the Board of Consultants (BOC), Federal Regulatory Energy Commission (FERC), and the California Department of Water Resources Division of Safety of Dams (DSOD) in June 2023. The final design phase is scheduled to be completed in November 2023. Construction of the new outlet works is scheduled to begin in July 2024.

**Discussion:**

On March 13, 2023, the District issued a Request for Qualifications/Proposals (RFQ/P) for construction management and inspections services related to the Santa Felicia Dam Outlet Works Improvement Project. The District issued the RFQ/P using the online procurement platform BidNet Direct. Fifty-three (53) prospective consultants and subconsultants downloaded the RFQ/P. Questions were received by multiple consultants and responses were issued via addendum. A non-mandatory pre-proposal site visit was held at Santa Felicia Dam on March 23, 2023. On April 17, 2023, three (3) proposals were received. All three proposals were considered responsive, and interviews were held with each of the three firms at District Headquarters from May 1-3, 2023. The proposals and interviews were evaluated using the Qualifications Based Selections (QBS) process outlined in the Engineering Projects Administration Policy (July 1, 2022) and the consultants' responses to the RFQ/P. Black and Veatch Corporation (BV) was selected by the District interview panel as the most qualified firm. Contract negotiations with BV began on May 9 and were completed on May 23, 2023.

BV's proposal includes the following key services: a constructability review of the 90% design of the outlet works, construction/project management, preparation of multiple plans and programs, including a construction management work plan, a quality assurance and quality control plan, a construction risk management plan, a construction quality control inspection program, a construction communications plan, construction contract document and infrastructure review, bid process management, potential failure mode analysis of the engineering design, public outreach, and contractor prequalification as well as supplemental services.

BV's proposal also includes the following key services: construction/project management, construction coordination and documentation, establishing a document control and internet-based communication system, construction administration and change management (contract document

**3.1 Santa Felicia Dam Safety Improvement Project - Outlet Works Improvement Project Construction Management and Inspection Services (CIP 8002) Award of Contract and Fund Transfer**  
**Board Motion**

clarification, requests for information, potential change orders, change orders, and directed change orders), construction schedule monitoring, contractor invoice review, construction inspections, testing and reporting, partnering, claims and disputes management, and maintaining safety records for the Project for each subsequent fiscal year contract. BV will also coordinate testing and start-up of the new facility, training District staff, environmental compliance services coordination, support for grant and loan compliance, acceptance of the new facility and closeout of the Project.

BV's recent relevant and noteworthy work in California includes the Santa Clara Valley Water District's Anderson Dam Seismic Improvement Project in the Bay Area and the San Francisco Public Utility Commission's Calaveras Dam Replacement Project in Sunol. Additionally, BV has extensive experience working with FERC and DSOD on large dam construction projects and understands the FERC and DSOD guidelines and level of involvement during the pre- and construction phases.

Staff is recommending award of the construction management and inspection services contract to BV to begin the constructability review and preconstruction services for the Project. The Contract is currently being reviewed by District legal counsel.

**Mission Goal:**

Meets Mission-Related Goal B, System Reliability – Ensure that the District's existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

**Fiscal Impact:**

The total construction management and inspection services cost of \$14,601,187 will be included in Fiscal Years (FY) future budgets. Sufficient funds are available in FY 2023/24 budget (CIP 8002, Account 8002-850) to cover the initial FY 2023-24 contract with activities expenditures of \$741,055 through the end of 2023 calendar year. Pending FERC approval to proceed with construction, staff will request Board approval for transferring additional funds from CIP 8003 (Santa Felicia Dam Spillway Improvement project) to CIP 8002 to cover the remaining cost of the FY 2023-24 contract, in the amount of \$757,568.

Staff will request Board approval of amendments to the Contract and allocation of additional funds in the subsequent FY budgets to cover the ongoing activities currently estimated at \$13,102,563. Additionally, the Contract contains terms and conditions indicating future FY contract approvals being contingent upon approval of future years funding and Board approval of the construction contract.



### **Staff Report**

**To:** UWCD Board of Directors

**Through:** Mauricio E. Guardado, Jr., General Manager  
Maryam Bral, Chief Engineer  
Craig Morgan, Engineering Manager

**From:** Hannah Garcia-Wickstrum, Associate Environmental Scientist

**Date:** May 23, 2023 (June 1, 2023 Meeting)

**Agenda Item:** 3.2 **Resolution 2023-11** **Determining that the Replacement of Water Well No. 5 Project (“Project”) is Exempt from the Provisions of the California Environmental Quality Act and Approving the Project Motion**

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#### **Staff Recommendation:**

Board approval of Resolution 2023-11, determining that the replacement of Water Well No. 5 Project (“Project”) is exempt from the provisions of the California Environmental Quality Act (“CEQA”) and approving the Project, and directing staff to file the Notice of Exemption in accordance with CEQA.

#### **Discussion:**

The District is the lead agency for the proposed Project under CEQA. The proposed Project consists of replacing existing Water Well No. 5 by constructing Water Well No. 20 at the District’s El Rio Facility. The proposed Project is part of a multi-year effort to replace the original El Rio Wells constructed in the 1950s. The proposed Project involves negligible or no expansion of existing or former use and negligible or no expansion of capacity.

The Project is categorically exempt from review under CEQA pursuant to State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) Section 15301 “Existing Facilities” (Class 1) and Section 15302 “Replacement or Reconstruction” (Class 2). The District has reviewed the proposed Project and has determined that none of the exceptions to categorical exemption set forth in CEQA Guidelines Section 15300.2 apply.

#### **Mission Goal:**

Meets mission-related Goal B (System Reliability) and Goal C (Regulatory & Environmental Compliance).

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**Agenda Item 3.2      Resolution 2023-11 Determining that the Replacement of Water Well No. 5 Project (“Project”) is Exempt from the Provisions of the California Environmental Quality Act and Approving the Project Motion**

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**Fiscal Impact:**

The County Clerk and Recorder’s Office filing fee for the CEQA NOE is \$50.00 which is included in the Adopted Fiscal Year 2022-23 Budget under project account 051-400-81080; 8000-825.

Attachment A – Resolution 2023-11

Attachment B – Notice of Exemption

## **RESOLUTION 2023-11**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNITED WATER CONSERVATION DISTRICT DETERMINING THAT THE REPLACEMENT OF WATER WELL NO. 5 PROJECT (“PROJECT”) IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE PROJECT**

**WHEREAS**, pursuant to the proposed Project the United Water Conservation District (“District”) intends to replace Water Well No. 5 by constructing Water Well No. 20 approximately 50 feet from Water Well No. 5 in the northeast corner of Spreading Pond No. 2; and

**WHEREAS**, the proposed Project is part of a multi-year effort to replace the original El Rio Wells constructed in the 1950s. The completed well will be 430 feet deep and is expected to have a production rate of 2000-2500 gallons per minute; and

**WHEREAS**, the proposed Project will be performed at the District’s El Rio Facility and involves negligible or no expansion of existing or former use and negligible or no expansion of capacity; and

**WHEREAS**, the District has reviewed the provisions of the California Environmental Quality Act (“CEQA”) (Pub. Resources Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.); and

**WHEREAS**, the CEQA Guidelines Section 15301 (Class 1 Existing Facilities) categorical exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage or other public utility services if the project involves negligible or no expansion of existing or former use; and

**WHEREAS**, the CEQA Guidelines Section 15302 (Class 2 Replacement or Reconstruction) categorical exemption applies to the replacement or reconstruction of existing utility systems and/or facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose as the structure replaced if the project involves negligible or no expansion of capacity; and

**WHEREAS**, the District has reviewed the proposed Project and has determined that it is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15301 (Class 1 Existing Facilities) and Section 15302 (Class 2 Replacement or Reconstruction); and

**WHEREAS**, the District has reviewed the proposed Project and has determined that none of the exceptions to categorical exemption set forth in CEQA Guidelines Section 15300.2 apply.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE UNITED WATER CONSERVATION DISTRICT AS FOLLOWS:**

1. The District's Board of Directors hereby finds and determines that the Project is exempt from the provisions of CEQA. Specifically, the Board of Directors finds and determines that the Project is categorically exempt pursuant to the Class 1 Existing Facilities and Class 2 Replacement or Reconstruction exemptions (CEQA Guidelines § 15301 and § 15302, respectively).
2. The District's Board of Directors hereby finds and determines that none of the exceptions to categorical exemption set forth in CEQA Guidelines Section 15300.2 apply.
3. The District's Board of Directors hereby approves the Project and authorizes its implementation when deemed appropriate by the General Manager.
4. The Board hereby authorizes and directs the District's Environmental Services Manager to file a Notice of Exemption for the Project in accordance with CEQA.
5. The foregoing recitals are true and correct and incorporated herein as if fully set forth.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of June 2023.

ATTEST: \_\_\_\_\_

Bruce E. Dandy, Board President

ATTEST: \_\_\_\_\_

Lynn E. Maulhardt, Board Secretary/Treasurer

## NOTICE OF EXEMPTION

**To:**

Ventura County Clerk  
800 South Victoria Ave.  
Ventura, CA 93009

**From:**

United Water Conservation District  
1701 North Lombard Street, Suite 200  
Oxnard, CA 93030

**Project Title:** Replacement of Water Well No. 5 (Project)

**Project Location:** Replacement of Water Well No. 5 with Water Well No. 20 will be completed at the El Rio Facility at 3561 North Rose Avenue, Oxnard, CA 93036. The Assessor Parcel Number is 1440010065.

**Name of Public Agency Approving Project (Lead Agency):** United Water Conservation District

**Name of Person or Agency Carrying Out Project:** United Water Conservation District

**Project Description:** United Water Conservation District (United) proposes to replace existing Water Well No. 5 by constructing Water Well No. 20 at United's El Rio Facility. The proposed Project is part of a multi-year effort to replace the original El Rio Wells constructed in the 1950s. The proposed Project activities consist of digging a pilot borehole 475 feet deep approximately 50 feet from Water Well No. 5 in the northeast corner of Spreading Pond No. 2 (Figure 1). The completed Water Well No. 20 will be 430 feet deep and is expected to have a production rate of 2000-2500 gallons per minute. The proposed Project involves negligible or no expansion of existing or former use and negligible or no expansion of capacity.

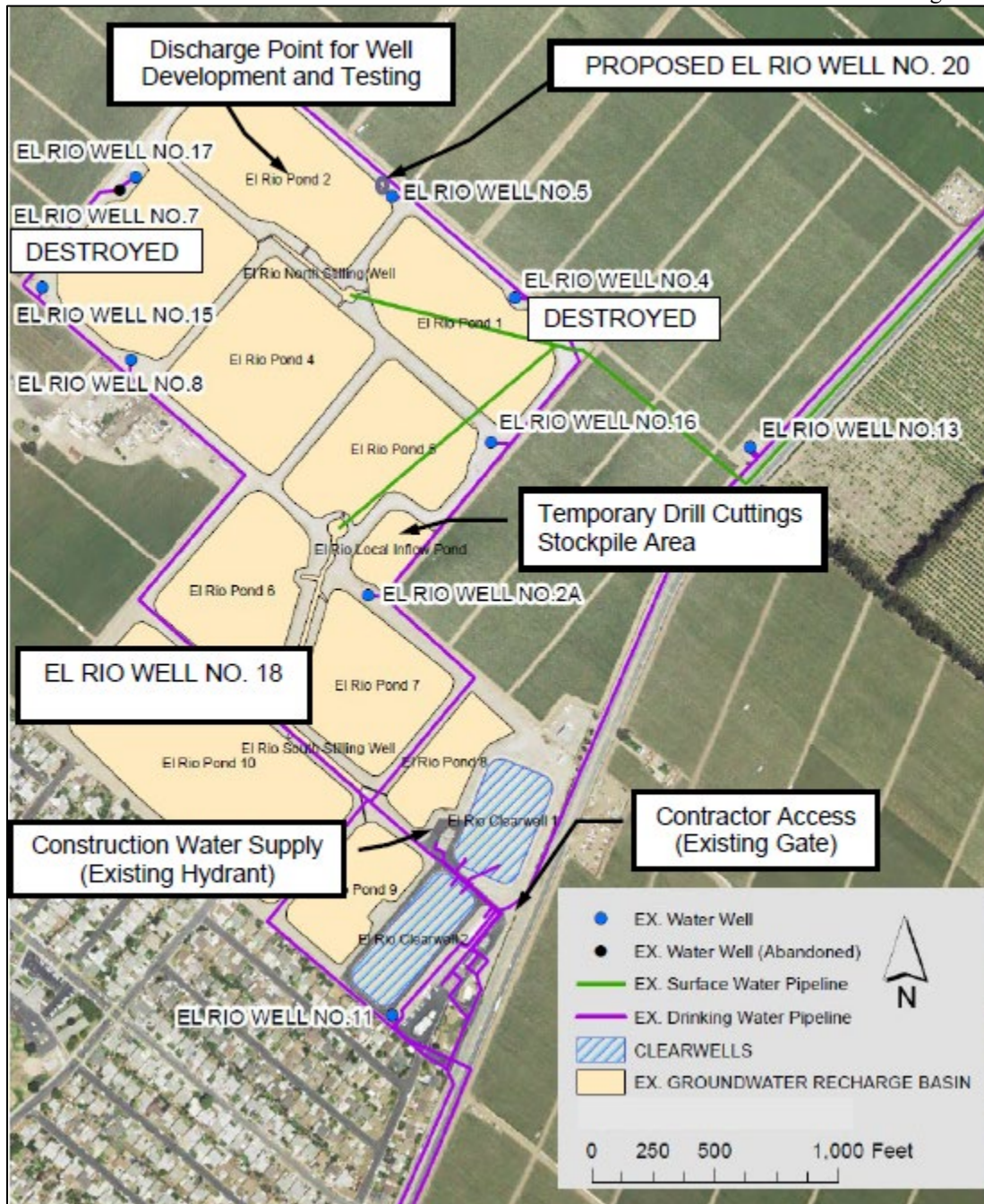


Figure 1. Project Area and proposed Well No. 20 location

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**Exempt Status:**

- ☐ Ministerial (Sec. 21080(b)(1); 15268)  
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a))  
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))  
☒ Categorical Exemptions: Class 1, Guidelines § 15301 – Existing Facilities; Class 2, Guidelines § 15302 – Replacement or Reconstruction  
☐ Statutory Exemption
- 

**Reasons Why Project is Exempt:**

The Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 *Existing Facilities* (Class 1) and Section 15302 *Replacement or Reconstruction* (Class 2).

The Section 15301 *Existing Facilities* exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage or other public utility services if the project involves negligible or no expansion of existing or former use.

The Section 15302 *Replacement or Reconstruction* exemption applies to the replacement or reconstruction of existing utility systems and/or facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose as the structure replaced if the project involves negligible or no expansion of capacity.

None of the exceptions to categorical exemption set forth in CEQA Guidelines Section 15300.2 apply.

**Lead Agency Contact Person:** Maryam Bral, Chief Engineer  
Telephone: 805-525-4431  
Email: MaryamB@unitedwater.org

---

Marissa Caringella  
Environmental Services Manager  
United Water Conservation District

---

Date

Date OPR received for filing: \_\_\_\_\_



### **Staff Report**

**To:** Engineering and Operations Committee Members

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

**From:** Dr. Maryam Bral, Chief Engineer  
Dan Detmer, Water Resources Manager  
John Lindquist, Supervising Hydrogeologist

**Date:** May 23, 2023 (June 1, 2023, Committee Meeting)

**Agenda Item:** **3.3 Contract Award to Jacobs Engineering Group Inc., for Extraction Barrier and Brackish Water Treatment (EBB) Project Phase 1 Planning, Design, Construction Oversight, and Related Support Services for Groundwater Monitoring Wells at Naval Base Ventura County-Point Mugu (CIP 8019)**  
**Board Motion**

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#### **Staff Recommendation:**

The Committee will consider approving a motion authorizing the General Manager to execute a professional consulting services agreement with Jacobs Engineering Group Inc., (Jacobs) in the amount of \$412,316 [\$374,833 plus 10% contingency (\$37,483)] to provide planning, design, construction oversight, and related support services for installation and aquifer testing of up to twenty groundwater monitoring wells at Naval Base Ventura County-Point Mugu as part of Phase 1 of the EBB Project (CIP 8019). Approximately 60% of total project costs, including those incurred under this proposed agreement with Jacobs, are expected to be reimbursed by the California Department of Water Resources (DWR) Sustainable Groundwater Management (SGM) Round 1 grant, which included award of \$1,317,900 to United in September 2022 to support this project (this work is one “component” of several projects awarded SGM grant funding through an agreement with the Fox Canyon Groundwater Management Agency).

#### **Discussion:**

United is planning to construct up to twenty (20) monitoring wells in up to five (5) clusters in the vicinity of United's planned EBB Water extraction wells. The monitoring wells will be used to collect groundwater quality and level data. The data collected from these wells will be used during design of the EBB Phase 1 extraction wellfield to:

- 1) Refine understanding of horizontal and vertical conductivity of the aquifers and confining layers in the immediate vicinity of the planned extraction wells.
  - 2) Provide additional data regarding geochemistry of the aquifers that will be pumped to assist in design of a future treatment process and make demonstrations to the Department of Water Resources Division of Drinking Water (DDW) to support permitting of potable water delivery; and
  - 3) Further assess potential for downward migration of dissolved constituents from the Semi-perched Aquifer to the Oxnard Aquifer.
-

**Agenda Item     3.3 Contract Award to Jacobs Engineering Group Inc., for Extraction Barrier and Brackish Water Treatment (EBB) Project Phase 1 Planning, Design, Construction Oversight, and Related Support Services for Groundwater Monitoring Wells at Naval Base Ventura County-Point Mugu (CIP 8019) -Consulting Contract in the Amount of \$412,316**  
**Board Motion**

---

Following installation of the EBB Phase 1 extraction wellfield, these monitoring wells will continue to be used to monitor system performance and provide early warning of potential geochemical or water quality changes that could affect extraction operations.

Planning and design costs incurred by United and its consultant for these monitoring wells is budgeted to receive 100% reimbursement from the SGM grant. Construction and construction oversight costs incurred by United and its consultant for the monitoring wells are budgeted to receive 58% reimbursement from the SGM grant. In total, 60% or more of the consultant's fees are anticipated to be reimbursed to United by the SGM grant award (DWR grant reimbursements commonly are received by United one or two calendar quarters after the reimbursement requests are submitted).

Eight consulting firms submitted statements of qualifications (SOQs) and cost proposals to United. Following review and ranking of the SOQs by staff, two consulting firms that submitted the highest-ranked SOQs were invited to interview with a panel of three United staff. Following the interviews, the panel determined that Jacobs Engineering Group Inc., (Jacobs) was the most qualified proposer. At that point, the cost proposal submitted by Jacobs was opened and reviewed, and a negotiation meeting was held between key United and Jacobs representatives to negotiate contracting terms and the scope of work. All questions and comments (most of which focused on clarification of insurance requirements listed in United's professional consulting services agreement) were resolved to both parties' satisfaction.

Staff recommends that the Board authorize the General Manager to execute a professional consulting services agreement with Jacobs to provide planning, design, construction oversight, and related support services for installation and aquifer testing of up to twenty groundwater monitoring wells at Naval Base Ventura County-Point Mugu as part of Phase 1 of the EBB Project.

**Fiscal Impact:**

The EBB Water Phase 1 monitoring well installation and testing project is included in the FY 2023-24 Budget (CIP Project Account 051-400-81060-8019-835) and has \$4,183,830 available. Approximately 60% of the consulting fees to be paid for this effort are expected to be reimbursed by funding from the SGM grant, resulting in a net expense to United of approximately \$165,000 for the work to be performed under this contract following reimbursement from the SGM grant. No additional funding is requested.

# AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on \_\_\_\_\_, 2023, by and between the **United Water Conservation District**, Ventura County, California, (hereinafter “**UNITED**”), and **Jacobs Engineering Group Inc.** (hereinafter “**CONSULTANT**”).

## RECITALS:

WHEREAS, UNITED desires to obtain professional engineering and geologic services in connection with the **Extraction Barrier and Brackish Water Treatment (EBB Water) Phase 1 monitoring well construction and testing 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. **BJ Lechler, PG**, 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 **Water Resources Supervisor, John Lindquist**, 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 31, 2024**.

## **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 **three hundred seventy-four thousand eight hundred and thirty three dollars (\$412,316), including 10 percent contingency to be used only upon the District's written authorization**, 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 Cost Proposal 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 **Water Resources Supervisor, John Lindquist**, 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.

If CONSULTANT is called upon to observe the work of UNITED's construction contractor(s) for the detection of defects or deficiencies in such work, CONSULTANT will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the contractors since these are solely the Construction Contractor's responsibility under contract for construction between UNITED and Construction Contractor.

As between the CONSULTANT and the construction contractors, the construction contractors shall remain solely responsible for construction safety. There are no third party beneficiaries of this Agreement. CONSULTANT shall not have control over or charge of, and shall not be responsible for, the construction means, methods, techniques, sequences, or procedures utilized by the respective contractors.

## **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:       BJ Lechler, PG, CHg  
                              Jacobs Engineering Group, Inc.  
                              2600 Michelson Drive Suite 500  
                              Irvine, CA 92612

To UNITED:             John Lindquist  
                              United Water Conservation District  
                              1701 North Lombard Street, Suite 200  
                              Oxnard, CA 93030

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 \_\_\_\_\_  
Mauricio E. Guardado, Jr., General Manager

Jacobs Engineering Group, Inc.

By \_\_\_\_\_  
BJ Lechler, PG

**EXHIBIT “A” TO AGREEMENT FOR**

**PROFESSIONAL CONSULTING SERVICES**

CONSULTANT shall provide professional engineering consultation services under this Agreement in accordance with work described in the attached **Statement of Qualifications/ Proposal** and **Cost Proposal**.



# STATEMENT OF QUALIFICATIONS/PROPOSAL

## PLANNING, DESIGN, CONSTRUCTION OVERSIGHT, AND RELATED SUPPORT SERVICES FOR UP TO TWENTY GROUNDWATER MONITORING WELLS

Prepared For  
United Water Conservation District

April 24, 2023

**Jacobs**

Challenging today.  
Reinventing tomorrow.

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April 24, 2023

**United Water Conservation District**

1701 Lombard Street, Suite 200  
Oxnard, CA 93030

**Re: Technical Proposal for Request for Qualifications and Proposal for Planning, Design, Construction Oversight, and Related Support Services for Monitoring Wells**

Greetings,

Jacobs Engineering Group, Inc. (Jacobs) is pleased to submit this proposal in response to United Water Conservation District's (United's) Request for Qualifications and Proposals (RFQ/P) for Planning, Design, Construction Oversight, and related Support Services dated March 10, 2023. Jacobs is uniquely qualified to assist United with this important project based on our experience completing similar projects. Our strengths include:

**Direct Experience Working with the Navy.** We have worked for the Navy since 1983, and firm-wide, more than 250 staff support our Navy program. In addition, we have conducted drilling, well installation, and other subsurface investigations at Naval Base Ventura County (NBVC) Point Mugu. Our understanding of the Navy's requirements and logistics of working at NBVC Point Mugu will benefit this project.

**Track Record of Supporting Municipal Clients with Well Installation Work.** We have developed designs, supported contractor procurement, and performed field oversight for well installation for municipal clients across California. Many of these projects were supported by grant funding, and we will draw on this experience to ensure that our work complies with the requirements of United's SGMA Implementation Grant for this project.

**Qualified and Experienced Project Team.** Our proposed team includes experienced geologists and hydrogeologist who are knowledgeable with all aspects of drilling and well installation applicable to this project; have direct experience working at Navy facilities, including NBVC Point Mugu; and have a proven track record of preparing designs and conducting oversight of well construction projects for municipal clients.

We understand that the scope work includes sampling and analysis of investigation derived waste generated during the field program. We propose to subcontract laboratory analyses to EMAX Laboratories, Inc. (EMAX). We have had good experiences with EMAX, and they are familiar with the Navy's analytical requirements.

We look forward to working with you on this important project. Please contact **BJ Lechler at 714.697.4203** if you have any questions about this proposal.

Sincerely,

Jacobs Engineering Group, Inc.



**BJ Lechler, PG, CHG**  
Project Manager

bj.lechler@jacobs.com



**Marielle Coquia, PE**  
Manager of Projects

marielle.coquia@jacobs.com

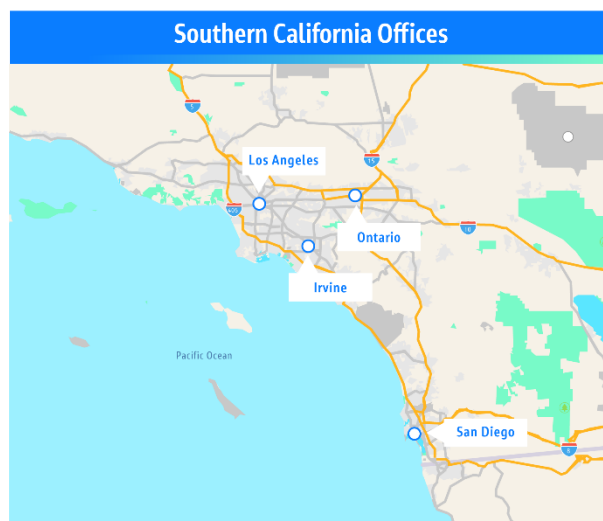
## 2. Statement of Qualifications

Jacobs Engineering Group, Inc. (Jacobs) is pleased to submit this proposal in response to United Water Conservation District's (United's) Request for Qualifications and Proposals (RFQ/P) for Planning, Design, Construction Oversight, and related Support Services dated March 10, 2023. Jacobs is uniquely qualified to assist United with this important project because of our direct experience conducting similar work at Naval Base Ventura County (NBVC) Point Mugu and at other Navy facilities and our history of supporting municipal agencies with design, procurement, and oversight for well installation projects.

### 2.1 Company Background

Jacobs was founded in 1947 in Pasadena, California and is incorporated in Delaware in 1957. We have more than 55,000 employees, and we lead the professional services sector providing solutions for a more connected, sustainable world. We provide a full spectrum of services including scientific, technical, professional, and construction and program management for business, industrial, commercial, government, and infrastructure sectors. We help clients achieve goals through innovative, exceptional service and we have provided water planning, engineering, design, construction, and operations and maintenance services for more than 70 years in California.

We have 12 offices and more than 2,400 employees in California. As Shown in **Exhibit 1**, we have four offices in Southern California, including Ontario, Irvine, Los Angeles, and San Diego. Our proposed Project Manager, BJ Lechler, PG, CHg, is assigned to our Irvine, California office.



**Exhibit 1. Jacobs' Southern California Offices**

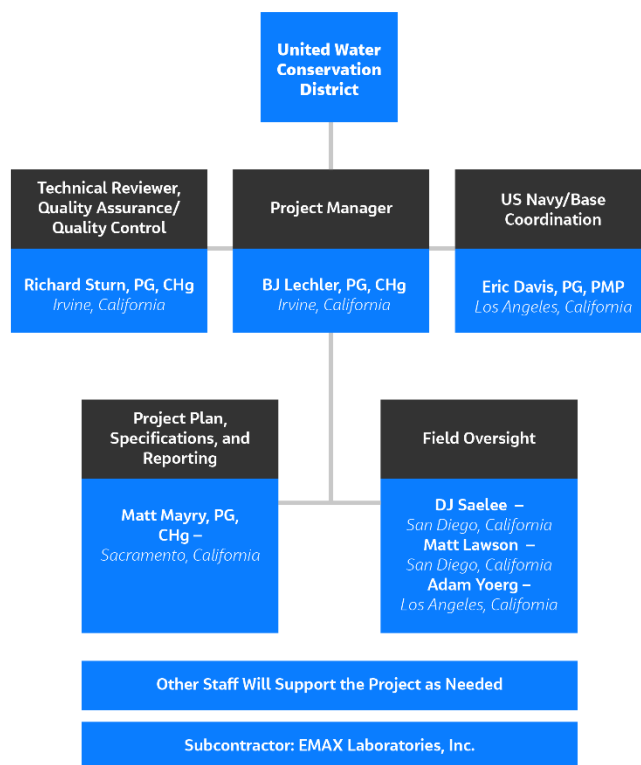
### 2.2 Project Team

Our proposed team includes experienced geologists and hydrogeologists who are knowledgeable with all aspects of drilling and well installation applicable to this project. Many of our team members have direct experience:

- Implementing drilling and well installation work at Navy facilities, including NBVC Point Mugu
- Preparing well designs and specifications to support contractor procurement for municipal agencies
- Designing and installing nested monitoring wells
- Supporting work funded by SGMA Implementation Grants or other funding sources

**Exhibit 2** shows our proposed organizational chart; **Exhibit 3** summarizes the experience, roles, and responsibilities of our key project staff; and **Appendix A** includes their resumes. Most of our team has worked together for years and have demonstrated successful teamwork on similar projects.

Other Jacobs staff will support the project as needed. For example, will utilize the health and safety and environmental management leads for Jacob's Navy Environmental Restoration Program (Matt McClanahan and Liz Luecker) to prepare the health and safety and waste management plans for this project. This will help ensure that these plans align with applicable Navy requirements and will streamline the Navy's review and approval of the Project Plan.



**Exhibit 2. Organizational Chart**

We propose to subcontract laboratory analyses of investigation derived waste to EMAX Laboratories, Inc. (EMAX). We have had good experiences with EMAX, and they are familiar with the Navy's analytical requirements.

### Exhibit 3. Team Experience – Key Staff

Team Member/ Title	Years of Experience	Licenses & Certifications	Education
<b>BJ Lechler</b> Project Manager	20	PG, CHg	MS, Hydrology BS, Geology
BJ is a senior hydrogeologist and project manager with 20 years of experience in groundwater consulting for municipal, federal, and industrial clients. BJ has been the project manager and lead hydrogeologist on numerous municipal monitoring, production, and extraction well design and construction projects across Southern California. BJ is has also contributed to multiple Navy projects including exploratory drilling and monitoring well installation to support the design of a Class II injection well for disposal of reverse osmosis concentrate at Camp Pendleton. As project manager, BJ will the primary point of contact for United and will be responsible for overall delivery of this project.			
<b>Eric Davis</b> US Navy/Base Coordination	23	PG, PMP	MS, Geology BS, Geology
Eric currently serves as Jacob's Activity Manager/Senior Project Manager for NBVC Environmental Restoration Projects. The NBVC project includes extensive work at Point Mugu. Currently, Eric is overseeing all aspects of a base-wide, multi-year investigation of per- and polyfluoroalkyl substances (PFAS) impacts to soil, groundwater, sediment, and surface water to characterizer nature/extent. Eric will leverage his understanding of local conditions at Point Mugu, experience working at the base, and knowledge of Navy process and procedures to support and facilitate United's planned well installation work at the base			
<b>Rich Sturn</b> Technical Reviewer/Quality Assurance Quality Control (QA/QC)	26	PG, CHg	MS, Geology BS, Geology
Rich has served municipal clients on a variety groundwater resource projects throughout his career, including the preparation of designs and contract documents for monitoring, production, and injection wells; feasibility and siting studies for monitoring, production and injection wells; services during construction for these projects; technical studies to support permitting for indirect potable reuse and other recharge projects; and the preparation and groundwater sustainability plans and supporting studies. As QA/QC reviewer, Rich will ensure that the Jacobs team delivers high-quality work products to United.			
<b>Matt Mayry</b> Project Plans, Specifications, and Reporting	15	PG, CHg	MS, Geology BS, Geology
Matt has prepared of specifications for monitoring and production wells for numerous municipal clients, including projects funded under SGMA implementation grants. Matt has also developed work plans for implementation of field work for DOD projects and has supported field work at Navy and Air Force facilities across the western US. Matt will be the primary author for the project plans, specifications, and well completion report for this project. Matt will coordinate closely with Eric Davis, as well as with Jacobs' existing health and safety and environmental management leads for NBVC Point Mugu to ensure that our plans and specifications align with the Navy's procedures and expectations for field work conducted at the base.			
<b>Adam Yoerg</b> Field Oversight	4	-	MS, Geology BS, Geology
Adam is a hydrogeologist with experience in groundwater supply, remediation, and quantitative hydrogeological analyses. He is experienced with field investigations involving various drilling methods, well siting, well development and rehabilitation, groundwater production well design, aquifer and slug testing, and groundwater sampling. Adam has conducted subsurface investigations at Navy facilities and will provide field oversight of drilling and well installation for this project.			
<b>Matt Lawson</b> Field Oversight	4	-	BS, Geology
Matt is a field geologist experienced with construction management of drilling and well construction at DOD installations, including Navy facilities. His skills include detailed soil lithologic logging and sampling, as well as supporting well design and installation. Matt will conduct field oversight of drilling and well installation and will support reporting efforts			
<b>DJ Sealee</b> Field Oversight	5	-	BS, Environmental Science
DJ has supported oversight of drilling, well installation, groundwater sampling and the management of investigation derived waste for industrial and federal clients, including work for the Navy at NBVC Point Mugu. DJ will conduct field oversight of drilling and well installation and support the management of investigation derived waste generated during the project.			

## 2.3 Relevant Experience

The Navy is a critical stakeholder for this project. We have worked for the Navy since 1983, and firm-wide, more than 250 staff support our Navy program. We have conducted drilling, well installation, and other subsurface investigations at the following west coast Navy facilities:

- NBVC Point Mugu, California
- Naval Base San Diego, California
- Seal Beach Naval Weapons Station, Seal Beach, California
- Marine Corps Base Camp Pendleton, Oceanside, California
- Naval Air Weapons Station, China Lake, California
- Marine Corps Logistics Base, Barstow, California
- Naval Air Station Fallon, Nevada
- Naval Air Station Whidbey Island, Washington

We will leverage this experience to ensure that the plans, specifications, and field implementation for this project align with the Navy's requirements and expectations for on-base subsurface work. Our understanding of these requirements and the logistics of working at NBVC Point Mugu will benefit this project.

In addition, we have developed designs, supported contractor procurement, and performed field oversight for well installation for municipal clients across California. Many of these projects have included the installation of nested wells, and based on this experience, we have developed best-practices for the design and construction of nested wells similar to what United plans for this project that comply with California well standards and can mitigate the potential for cross-connection of the well screens. Several of these projects were supported by grant funding, and we will draw on this experience to ensure that our work complies with the requirements of United's SGMA Implementation Grant for this project.

**Exhibit 4** provides an overview of representative projects that our team members have supported in the past. **Section 2.3.1** provides additional details for each of these projects.

### Exhibit 4. Overview of Project Experience

Project and Client	Project Team	Well Installation at Navy Facilities	Well Designs, Specifications, and Plans	Field Oversight, Drilling/Well Installation	Nested Monitoring Wells	SGMA/ Other Grant Funded Projects
Naval Base Ventura County - Port Hueneme, San Nicolas Island, and Point Mugu; Naval Facilities Engineering Systems Command, Environmental Restoration Programs Support	Eric Davis DJ Sealee Matt McClanahan Liz Luecker	X	X	X	X	
Perris North Program Support and As-Needed Hydrogeological Consulting Services, Eastern Municipal Water District (EMWD)	BJ Lechler Matt Mayry Adam Yoerg Richard Sturn		X	X	X	X
Sustainable Groundwater Management Act (SGMA) Support Services, Collector Well Feasibility Study, Well Rehabilitation Services, City of Redding, California	BJ Lechler Matt Mayry Richard Sturn		X	X	X	X
P-1044 Advanced Water Treatment Plan U.S. Department of the Navy, Naval Facilities Engineering Command Southwest	BJ Lechler Matt Mayry	X	X	X		
Goldsworthy Desalter Expansion, Brackish Groundwater Supply Wells, and Foulant Investigation, Water Replenishment District of Southern California (WRD)	BJ Lechler Matt Mayry Richard Sturn		X	X	X	X
Saugus Formation Monitoring Wells, Castaic Lake Water Agency	BJ Lechler Matt Mayry		X	X	X	
Eastern Santa Clara Subbasin Groundwater Study, U.S. Army Corps of Engineers	BJ Lechler Matt Mayry Richard Sturn		X	X	X	

### 2.3.1 Representative Projects

Naval Base Ventura County - Port Hueneme, San Nicolas Island, and Point Mugu; Naval Facilities Engineering Systems Command, Environmental Restoration Programs Support

Ventura County, CA

Since 2016, Jacobs (as CH2M HILL, Inc.) has served as the prime contractor for the US Navy (Naval Facilities Engineering Systems Command [NAVFAC]) at Naval Base Ventura County (NBVC), including the three installations of Port Hueneme, San Nicolas Island, and Point Mugu. The Jacobs project team is experienced with local regulatory agencies and has developed strong relationships with the regulators, Base personnel, and other Base contractors and stakeholders.

A specific, differentiating component of Jacobs' work is the basewide investigation of PFAS, a class of emerging contaminants. Beginning in 2017, Jacobs pioneered a screening process to evaluate potential PFAS impacts at more than 300 sites across the three installations. During this screening process, Jacobs exhaustively researched the operational history and environmental setting at the sites, including potential use of PFAS-containing products, geology/lithology using available boring logs and geologic cross-sections, and groundwater and surface water hydraulics. Jacobs completed two rounds of initial environmental sampling and data acquisition in 2018 and 2020, installing dozens of soil borings and temporary wells in the semi-perched aquifer at more than 30 sites across the Base, including 22 sites at NBVC Point Mugu, thereby developing a deep expertise in local hydrogeology and subsurface conditions across the Base. In 2022 and 2023, Jacobs has been developing a work plan to characterize the nature and extent of PFAS impacts at the approximately 30 sites that were screened in from the initial investigation. This phase of work entails installing more than 300 monitoring wells and other soil borings in the semi-perched aquifer downward to the top of the clay cap aquitard. Field work is expected to commence in mid-2023.

Perris North Program Support and As-Needed Hydrogeological Consulting Services, Eastern Municipal Water District

Perris, CA

Jacobs has provided ongoing support of EMWD's California Prop 1 grant-funded Perris North Program including planning, design and construction support. We provided well design, contractor oversight, and construction management services to EMWD during drilling, construction, and testing of three new 18-inch diameter groundwater production wells; developed the initial program schedule and an evaluation of a range of drilling methods, costs, and schedules for conventional, nested, and clustered monitoring wells; and provided planning and design services for multi-level monitoring wells monitoring 51 depth intervals at 16 different locations. Our scope of work included full-time oversight of concurrent activities for three production wells with depths ranging from 300 to 700 feet; preparing technical memoranda documenting design parameters for well-equipping based on step drawdown and constant-rate pumping test analyses; preparing the California Drinking Water Source Assessment Protection (DWSAP) program documentation; and preparing comprehensive well completion reports documenting the project. Jacobs is currently preparing the preliminary design for the program monitoring wells including developing work plans, technical specifications, and the monitoring and reporting program.

Since 2019, Jacobs' team of hydrogeologists and engineers have provided technical support as adjunct staff working in EMWD's Perris office, and remotely in support of a wide variety of hydrogeologic projects for EMWD's Water Resources and Facilities Planning group. Projects have included updating EMWD's master production well technical specifications (specs), preparing wellhead design drawings for extraction wells and EMWD's specs; providing third-party oversight, submittal reviews, and well design reviews of hollow stem auger drilling of conventional shallow groundwater monitoring wells and flooded reverse circulation mud rotary drilling of deep nested groundwater monitoring wells for EMWD's Mountain Avenue West Replenishment Basin project.

Sustainable Groundwater Management Act (SGMA) Support Services, Collector Well Feasibility Study, Well Rehabilitation Services, City of Redding, California

Shasta County, CA

Jacobs was contracted by the City of Redding, on behalf of the Enterprise Anderson Groundwater Sustainability Agency (EAGSA), to develop Groundwater Sustainability Plans (GSPs) for the Enterprise and Anderson groundwater subbasins. The GSP process involved developing hydrogeologic conceptual models for the subbasins which formed the basis of the three-dimensional fully-integrated groundwater/surface water flow model of the Redding Area Groundwater Basin. In addition,

we developed the technical specification and bid packages for the new nested monitoring wells and oversaw drilling, geophysical logging, construction, and development of the wells.

In 2022, we concluded a study to evaluate the feasibility of installing a horizontal collector well along the Sacramento River, comprised of a vertical shaft with horizontal screened lateral intakes, as an alternate or supplemental supply to the City's surface water supplies. Activities included surface geophysical investigations to identify candidate sites for subsurface exploration, providing oversight of subsurface investigations and supporting design and installation of a 12-inch diameter test well, four associated monitoring wells, and conducting a 72-hour to evaluate potential influence from surface water and estimate the yield of a collector well installed at the site.

Jacobs recently assessed the City's 17 municipal water supply wells to evaluate the performance of each of the City's wells to develop recommendations for well rehabilitations and/or well and facility modifications to recover pumping capacity from the City's wellfields. We are currently supporting the City with well rehabilitation efforts based on recommendations from the well assessment study.

#### P-1044 Advanced Water Treatment Plan U.S. Department of the Navy, Naval Facilities Engineering Command Southwest

##### Camp Pendleton, CA

Jacobs (formerly CH2M) was contracted to design and construct the Northern Advanced Water Treatment Plant on behalf of U.S. Naval Facilities Engineering Command Southwest Division (NAVFAC SW), and Marine Corps Base Camp Pendleton. A component of the P-1044 Project was a brine injection wellfield to dispose of reverse osmosis (RO) plant concentrate. The brine injection wellfield was planned to be located at San Onofre Beach.

We performed exploratory drilling and testing to evaluate the feasibility of brine injection wells and to gather data necessary to support potential underground injection control (UIC) permitting activities. Testing activities included drilling to 1,000 feet below ground surface, collection of rotary sidewall cores, geophysical logging, and isolated aquifer zone testing using dual-inflated packers. Drilling and testing confirmed that the aquifer system would support injection of the RO concentrate at the rates required. Subsequent evaluations showed that the water quality in the receiving aquifer was poor, and that it would likely be suitable to inject the high-quality RO concentrate into this unit.

Based on the results of exploratory drilling and testing, we prepared plans and specifications for five injection wells and seven monitoring wells to provide long-term monitoring of injection activities. One monitoring well was installed and the borehole for one injection well was drilled.

#### Goldsworthy Desalter Expansion, Brackish Groundwater Supply Wells, and Foulant Investigation, Water Replenishment District (WRD) of Southern California

##### Torrance, CA

Jacobs (formerly CH2M) evaluated the feasibility of expanding the existing desalter to 5 million gallons per day to remediate the seawater plume in coastal portion of the West Coast Basin and to supply an expanded desalter facility for alternative water supply. To achieve these objectives, the scope of work including evaluating cost and design requirements for treatment; siting and providing design and construction services to install two new 20-inch-diameter brackish water extraction wells, capable of yielding 2,200 gpm, and one nested monitoring well; preparing of hydrogeologic cross-sections to identify potential well sites to meet the target chloride and well yield; providing assistance with California Division of Drinking Water (DDW) and Regional Water Quality Control Board, Los Angeles Region (RWQCB) permitting; preparing specifications and plans for installation and testing of the wells; providing technical oversight of well installation and testing program, well design, design of the aquifer testing program, analysis and presentation of well installation and testing data.

Following installation of new desalter wells and expansion of the desalter facility, Jacobs provided a comprehensive investigation of the source of membrane fouling at the expanded facility. We prepared a detailed investigation plan for well profiling and depth-specific water quality sampling of supply wells; evaluated RO process performance and frequency of cleans; developed short-term and long-term alternatives to improve performance, including pretreatment and operational recommendations. Finally, we provided recommendations for improved performance of the Goldsworthy Desalter, and design considerations for a future regional brackish groundwater reclamation facility.

Saugus Formation Monitoring Wells,  
Castaic Lake Water Agency

Santa Clarita, CA

Jacobs (formerly CH2M) assisted with well siting and site access agreements, prepared technical specifications and bid package for well installation, provided bid support, bid review, and recommendation of contractor, well design/ screen placement recommendations for nested monitoring wells installed to evaluate regional perchlorate and volatile organic compound (VOC) contamination in a complex multi-layered bedrock aquifer used for regional groundwater supply. Review of geophysical logs and water quality data from nearby monitoring and supply wells was required to identify preferential flow paths (sand packages) and target monitoring well screen intervals. Boreholes were drilled to approximately 1,200 feet and (nested) monitoring wells were installed at three depths in each borehole.

Eastern Santa Clara Subbasin Groundwater Study,  
U.S. Army Corps of Engineers

Santa Clarita, CA

USACE contracted with Jacobs (formerly CH2M) to develop the project scope; prepare sampling and analysis plans (including drilling specifications); coordinate with various project stakeholders (water purveyors, potentially responsible parties, USACE, local governments, and the California Department of Toxic Substances Control); and implement the field program for a \$4.5M groundwater remedial investigation to address perchlorate-contaminated groundwater in the study area. The project was contracted on a firm fixed-price basis.

The field activities included the installation of 41 monitoring wells at 11 different locations, including 5 deep (more than 1,000 feet) Westbay multiport monitoring wells, large-scale aquifer tests, cone penetrometer test sampling, and periodic groundwater monitoring. The deep monitoring wells were drilled using the dual-tube reverse mud rotary drilling method; well construction and screen depths were based on geophysical log correlation between the monitoring wells and the impacted production wells. The investigation results were integrated into a detailed conceptual model for the study area, consisting of 10 hydrostratigraphic units.

Jacobs used this conceptual model to develop a three-dimensional finite difference model for the study site using the Groundwater Modeling System (GMS) software as the modeling platform. The model is of regional scale with model domain covers the entire Santa Clarita Subbasin. The model uses 11 layers to closely represent the hydrostratigraphic model for the study area consisting of Quaternary Alluvium and eight Saugus Formation hydrostratigraphic units. The model was calibrated against a large-scale pumping test using the Parameter Estimation (PEST) numerical technique. The model was used to support remedial design to address regional perchlorate contamination in the subbasin.

Following completion of work under the USACE contract, we continued to support Castaic Lake Water Agency and other local water purveyors, Newhall County Water District and Valencia Water Company, on projects related to regional groundwater contamination and impacted supply wells.

## 2.4 Client References

As requested, Jacobs has provided client references for three projects that align the scope of work for this project. **Exhibit 5** presents the requested information for our client references.

### Exhibit 5. Client References

Client Name Project	Client Project Manager	Role	Project Status	Project Budget	Project Team
Naval Facilities Engineering Systems Command Southwest Naval Base Ventura County - Port Hueneme, San Nicolas Island, and Point Mugu/Environmental Restoration Programs Support	Michael Gonzales 750 Pacific Highway, 11th Floor San Diego, CA, 92132 619-651-5510 michael.j.gonzales15.civ@ us.navy.mil	Prime	Start: 2016 End: ongoing	Start: \$2.2MM End: \$8.1MM	Eric Davis DJ Sealee Matt McClanahan Liz Luecker

Client Name Project	Client Project Manager	Role	Project Status	Project Budget	Project Team
Jacobs provides environmental programs support across the three installations, including environmental and civil engineering studies, work planning and field investigations, natural resource management, remediation oversight, waste management, environmental compliance and permitting, human health and ecological risk assessment, investigating emerging contaminants, preparation of decision documents, interacting with State and local regulatory agencies, and representing the Navy at public events. Additional details regarding Jacobs' role in this project are presented in Section 2.3.1 – Representative Project Experience					
<a href="#">Eastern Municipal Water District</a> Perris North Program Support and As-Needed Hydrogeological Consulting Services, Eastern Municipal Water District	Tom Henderson, PG, CHg 2270 Trumble Rd. Post Office Box 8300 Perris, CA 92572-8300 (951) 928-3777 ext. 4584 <a href="mailto:hendersont@emwd.org">hendersont@emwd.org</a>	Prime	Start: 2019 End: ongoing	Start: \$1.1MM End: \$1.8MM	BJ Lechler Richard Sturn Matt Mayry Adam Yoerg
Jacobs is supporting EMWD's Perris North Program which is designed to remediate areas of non-point source contamination in the northern portion of their service area. Activities include planning, design, and construction support for extraction and monitoring wells. In addition, we provide ongoing as-needed hydrogeologic consulting services to EMWD including developing and updating master technical specifications for drilling and well construction, evaluating monitoring networks and developing approaches to remote monitoring, and third-party oversight of extraction and monitoring well installation projects. Additional details regarding Jacobs' role in this project are presented in Section 2.3.1 – Representative Project Experience.					
<a href="#">City of Redding</a> Sustainable Groundwater Management Act (SGMA) Support Services, Collector Well Feasibility Study, Well Rehabilitation Services, City of Redding, California	Josh Watkins, PE 777 Cypress Avenue. Redding, CA, 96001 (530) 224-6040 <a href="mailto:jwatkins@cityofredding.org">jwatkins@cityofredding.org</a>	Prime	Start: 2020 End: ongoing	Start: \$1.4MM End: \$2.2MM	BJ Lechler Richard Sturn Matt Mayry
Jacobs developed the Groundwater Sustainability Plans to support sustainable groundwater management of the Enterprise and Anderson Subbasins, including developing hydrogeologic conceptual models and numerical flow models of the basins. We have also been supporting the City with evaluating their existing wellfield, rehabilitating wells, and evaluating the feasibility of a radial collector well to support reliability of existing assets and evaluate potential supplemental water supplies. Additional details regarding Jacobs' role in this project are presented in Section 2.3.1 – Representative Project Experience.					

### 3. Project Approach

This section presents Jacob's technical approach for the project. We have organized scope of work to align with the tasks as presented in the RFP/Q.

#### 3.1 Task 1 – Administration and Financial Reporting

Jacobs Project Manager, BJ Lechler, will track the project schedule and budget and will communicate regularly with United to address issues that may arise during project execution. BJ will prepare monthly invoices and activity reports that meet United's requirements and are sufficiently detailed to support reimbursement via United's SGMA Implementation Grant. BJ will also maintain an independent record of the pay items for work performed by United's drilling contractor to support United's review and approval of the contractor's invoices.

#### 3.2 Task 2 – Project Plan Development

After notice to proceed, Jacobs will further develop the technical, permitting, and logistical requirements for the project, and then schedule a kickoff meeting with United to review these items and develop an updated schedule for the work. Afterward, we will prepare and submit a draft version of the Project Plan for review by United and the Navy. The Project Plan will include:

- Organizational chart
- Baseline project schedule
- A list of key permits and requirements
- All required deliverables

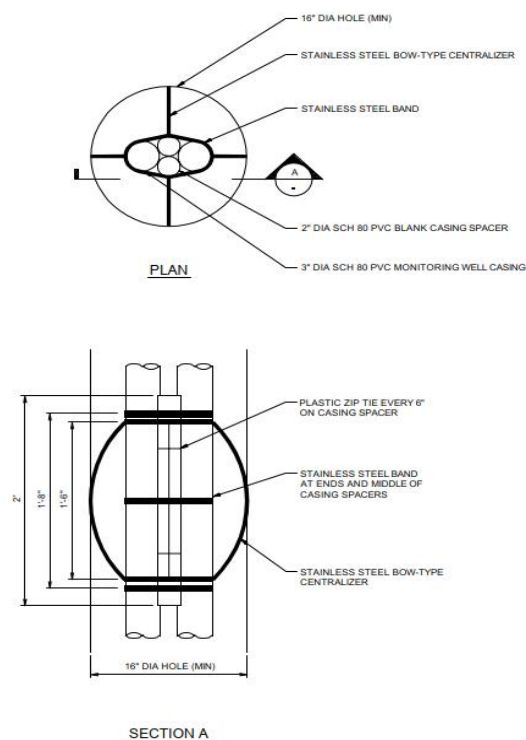
In addition, Jacobs will prepare health and safety and waste management plans that align with the Navy's requirements for work at Point Mugu and incorporate these plans as appendices to the Project Plan. After receiving comments from United and the Navy on the draft version, we will prepare a response to comments and will lead a virtual meeting with United and the Navy to review our proposed revisions before finalizing the Project Plan.

#### 3.3 Task 3 – Well Design and Preparation of Specifications

Concurrent with development of the Project Plan, Jacobs will develop designs and specifications to support United's procurement of a drilling contractor for the project. We have developed plans and specifications for other clients (e.g., EMWD, Castaic Lake Water Agency and WRD) for the installation of monitoring wells, including nested wells, that can be adapted to United's project. Key deliverables for this task will include draft versions of the plans and specifications for the project and final versions of those documents that address United's comments on the draft versions.

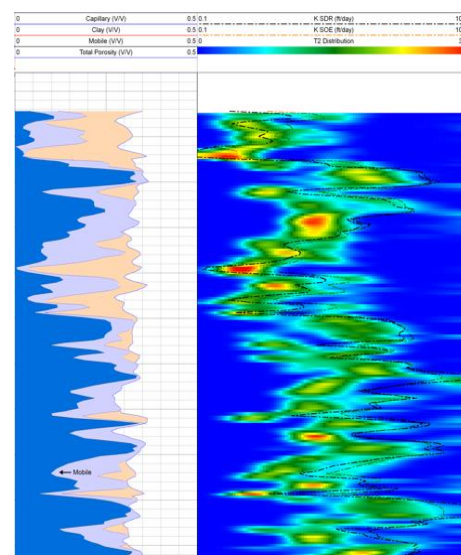
After further reviewing information regarding subsurface conditions and potential environment impacts in the vicinity of the well clusters, Jacobs will develop an optimal design approach for the wells that balances the data needs, protection against cross contamination, and costs to achieve United's goals for the project. We propose to lead a virtual meeting with United to review and request their input on the proposed design and drilling approach before completing the plans and specifications. Technical issues that will be considered during well design include:

- **Permanent conductor casings.** While we agree that installation of permanent conductor casings is the most protective approach for the deeper monitoring wells, the installation of conductor casings increases the cost and duration of well installation. The installation of shallower temporary conductor casings may be appropriate, would simplify well installation, and would decrease costs
- **Casing Spacers:** Casing spacers should be installed with nested wells to maintain a minimum casing separation required by the California Well Standards and to minimize the potential for cross connection between the well screens. Jacobs has developed a design for casing spacers using off-the-shelf materials that is effective and simple to install in the field (**Exhibit 6**). We will propose a similar design for this project.



**Exhibit 6. Example Design of Casing Spacers for Nested Wells**

- **Well diameter for aquifer testing.** The preliminary design for EM1-OX-FULL and EM2-MU-FULL included in the RFP/Q show four-inch diameter Schedule (Sch.) 80 casings. A three-inch diameter pump is the largest submersible pump that can fit in a four-inch diameter Sch 80 casing; the maximum pumping rate for a three -inch pump is approximately 30 gallons per minute (gpm). Observed responses to aquifer testing would benefit from pumping at higher rates, especially since one of the goals of testing appears to be data for the vertical conductance of the intervening aquitards between the Semi-perched, Oxnard, and Mugu aquifers. Upsizing the casing diameter to five-inch or six-inch Sch. 80 may improve aquifer testing because those larger casings can accommodate four-inch diameter pumps, which can achieve pumping rates of approximately 70 gpm.
- **Geophysical logging.** In addition to the logging suite described in the RFQ/P, the use of dual induction logging should be considered because it can better help identify saline water interfaces than other electric logging techniques. In addition, United may want to consider nuclear magnetic resonance (NMR) logging at a subset of the well locations. NMR logging provides continuous measurements of porosity and permeability in situ (Exhibit 7). High-resolution information regarding permeability may benefit this or future phases of United's brackish desalination project.



**Exhibit 7. Example of NMR logging Output**

After finalizing the well design and drilling approach, Jacobs will prepare draft plans and specifications for the project. We envision that the plan set will include the following drawings: site layouts for each well location showing the staging areas and limits of construction, well construction details showing the well cross sections and surface completions for each cluster, and maps showing access routing for contractor access to the well sites, the location of water sources, and other logistical features. The specifications will include information regarding SGMA grant requirements; summaries of potential environmental contaminants that may be encountered and the need to avoid cross contamination; all appropriate technical requirements for well installation, development, and testing; and requirements for permitting and access at NBVC Point Mugu, well permitting, and other requirements. In addition, the specifications will present requirements for investigation derived waste management and will include the approved waste management plan for the project as an attachment.

### 3.4 Task 4 – Construction Oversight

Jacobs will help United obtain the required Navy on-base permits required for the project and provide other support needed to mobilize for the project. Once mobilized, we will conduct full-time oversight of United's contractor activities to confirm that the work is being performed in accordance with the contract plans and specifications, to track the accumulation and storage of waste generated during project, and to evaluate the subsurface conditions encountered while drilling.

For the duration of the field program, Jacobs will prepare and submit weekly construction summaries that provide updates for ongoing work, the schedule for upcoming activities, updated waste tracking information, and lithologic logs and other subsurface data. These weekly updates will be based on daily updates provided by field staff to Jacobs Project Manager. In addition, we will lead weekly construction update meetings (virtual) to present an overview of the project status and other relevant information. Key deliverables to United during construction oversight will include the weekly construction summaries, updated waste tracking records and manifests, lithologic and geophysical logs, and field photographs.

Although the duration and sequencing of field work may change based on the final drilling and well installation approach, for this proposal we have assumed the designs presented in the PRQ/P. We have also assumed that the work would be sequenced so that the shallow wells at each well cluster would be advanced first via sonic drilling (cored) to identify the depth of the confining unit at the base of the Semi-perched aquifer accurately. This information will be used to establish the depths for the permanent conductor casings for the deeper wells, which will be installed via mud rotary drilling.

Jacobs' oversight team consists of three experienced field staff to support oversight of simultaneous field activities at multiple well locations, if required.

### 3.5 Task 5 – Data Collection

For this task, Jacobs will prepare lithologic logs for all boreholes advanced during this project; coordinate aquifer testing and support United with data collection during testing; collect samples of investigation derived wastes and submit the

samples to EMAX for laboratory analysis to support waste classification; and coordinate with United's drilling contractor for transport and disposal of the investigation derived wastes.

Jacobs' field geologists will prepare lithologic logs for each boring advanced during the project. Lithology will be described using the Unified Soil Classification System, as outlined in ASTM 2488 – "Standard Practices for Description of Soils (Visual – Manual Procedure)" at intervals no larger than 10 linear feet of borehole. Other relevant observations will be documented in the lithologic logs. Field versions of the logs will be compiled and used to make decisions regarding well construction and submitted in progress as part of the weekly activity reports provided to United. After field work is complete, report-ready versions of the logs will be prepared, reviewed, and incorporated into the well completion report.

Jacobs' will coordinate with United's drilling contractor to plan for aquifer testing of wells EM1-OX-FULL and EM2-MU-FULL and will notify United at least two days prior to testing so that they can make staff and equipment (transducers) available for testing. The tests will consist of 12-hour pumping and recovery tests with water level measurements in all of the wells located at the EM1 and EM2 well clusters. During testing, Jacobs will provide oversight of United's drilling contractor, maintain records of pumping rates, and assist the contractor by collecting manual drawdown measurements during pumping and recovery. Jacobs understands that United will analyze the aquifer testing data.

Jacobs recommends that United consider using the Multi-Layer Unsteady State (MLU) aquifer testing software to analyze the test data because MLU is capable of analyzing data for layered aquifer systems and can provide estimates of the vertical conductance of the intervening aquitards, which appears to be an objective of this

Jacobs will collect samples of investigation derived wastes generated during drilling (groundwater, soil, and drilling mud) and submit the samples for laboratory analyses in accordance with the approved waste management plan. Based on our understanding of site conditions at the NBVC Point Mugu, only two of the proposed well sites are located with known areas of environmental concern and only one of which (EBB EM1) is within an active environmental site; EBB EMW1 is also located near a known PFAS source area. Based on this background and our understanding of the Navy's requirements, we have assumed that investigation derived waste will need to be analyzed for standard analyses required for waste classification: volatile and semi-volatile organics, total petroleum hydrocarbons, and metals. In addition, we have assumed that the waste samples from EBB EMW1 will need to be analyzed for PFAS. **Exhibit 8** summarizes the estimated number of analyses required based on the expected waste volumes for the preliminary well designs included in the RFQ/P. The actual number of samples and required analyses will be refined during development of the waste management plan for the project.

#### Exhibit 8. Preliminary Estimates of Laboratory Requirements for Investigation Derived Waste Characterization

Analytes	Analytical Methods	Water Samples	Soil Samples	Mud Samples
CAM 17 Metals	EPA 6010/7000	7	14	14
Total Petroleum Hydrocarbons	EPA 3550/8015M	7	14	14
Volatile Organic Compounds	EPA 8260	7	14	14
Semivolatile Organic Compounds	EPA 8270C	7	14	14
PFAS	EPA 1633	2	3	3
	Total Samples	30	59	59

### 3.6 Task 6 – Post Construction Reporting

After well construction is complete, Jacobs will prepare a well completion report that documents the installation of the monitoring wells and associated activities for United's records and to support compliance reporting for their SGMA Implementation Grant. The report will include:

- Timeline of field activities
- Description on drilling, well installation, and aquifer testing
- Lithologic and geophysical logs and as-built drawings
- All permits and weekly construction summaries
- Photographs of the well sites before, during, and after well installation
- A summary of investigation-derived wastes generated during the project, waste manifests, and associated laboratory analytical reports

Jacobs will submit a draft version of the report to United for review, and a final version will be prepared that addresses United's comments on the draft. Both versions will be submitted in electronic format.

## 4. Schedule and Labor Hours

This section presents Jacobs's project schedule and estimate of labor hours to complete the scope of work. **Exhibit 9** (on the following page) shows our preliminary schedule.

### 4.1 Preliminary Schedule

Jacobs has developed a detailed preliminary schedule to support our understanding of the project and to provide a basis to develop costs for United's requested services. For completeness, the baseline schedule includes estimated durations for United's procurement tasks because those activities are on the critical path for the project.

We understand that the key schedule milestones for the project are as follows:

- Notice to proceed, June 15, 2023
- Submit final well design, specifications, and project plan by August 31, 2023
- Complete well drilling, construction, development, and testing by March 31, 2024
- Prepare reports of well completion by September 30, 2024

Our preliminary schedule (**Exhibit 9**) achieves all of United's schedule milestones. However, depending on the timing of completion for the Project Plan, specifications, and procurement, drilling and well installation activities may need to be sequenced in parallel to finish all field work by March 31, 2024. This approach is feasible and could be included as a requirement in the contractor specifications to help ensure this milestone is achieved.

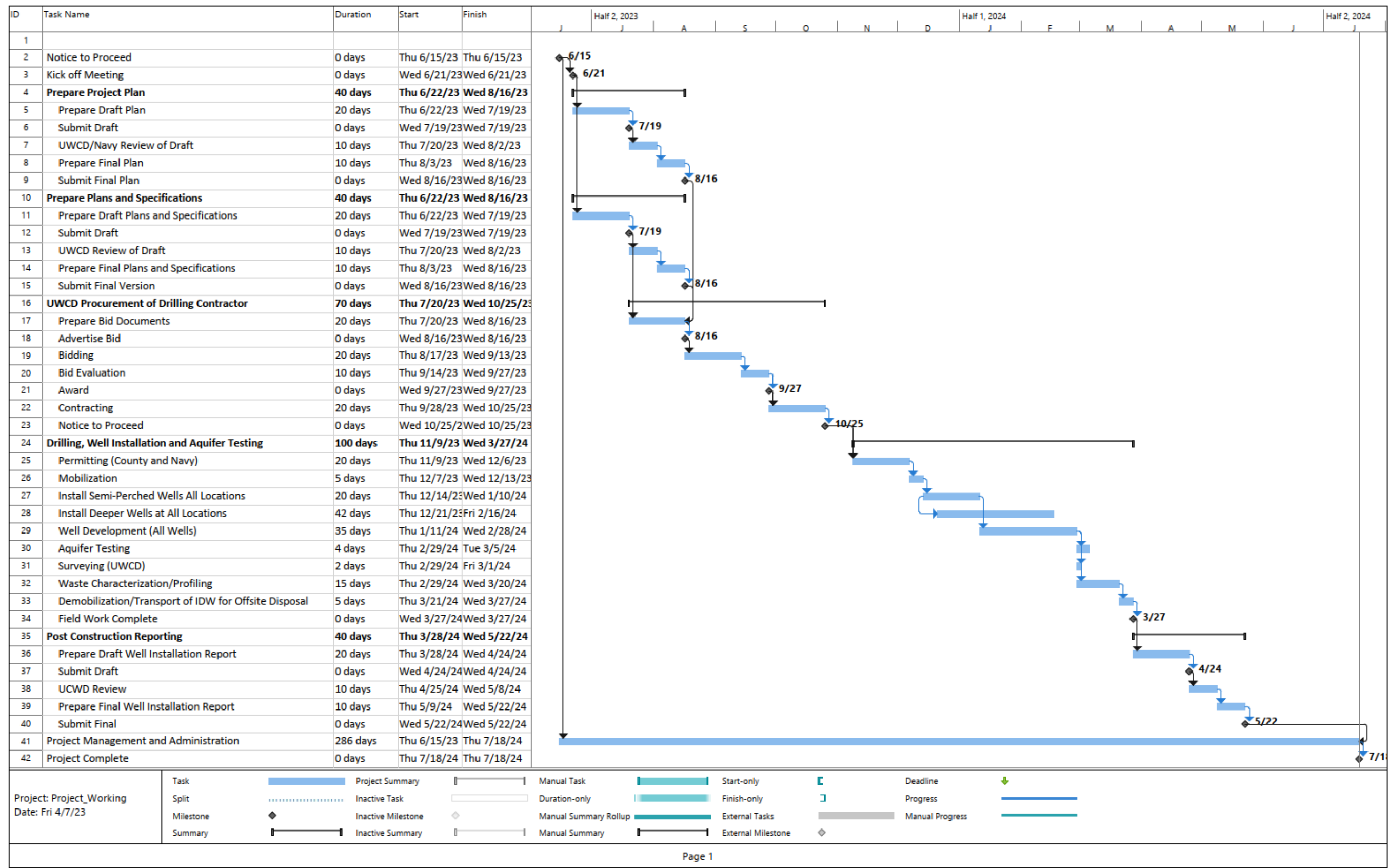
### 4.2 Labor Hours

**Exhibit 10** summarizes the estimated labors for the project. The cost proposal includes our proposed schedule of charges and labor rates for this project.

#### Exhibit 10. Estimated Labor Hours

Task	Labor Hours
Task 1 – Administration and Financial Reporting	76
Task 2 – Project Plan Development	168
Task 3 – Well Design and Preparation of Specifications	190
Task 4 – Construction Oversight	1,068
Task 5 – Data Collection	94
Task 6 – Post Construction Reporting	266
Total Labor hours	1,862

Exhibit 9. Preliminary Project Schedule



## 5. Agreement Acknowledgement, Negative History, and Non-Collusion

This section presents the acknowledgements, review of negative history, and certification of non-collusion required by the RFQ/P.

### 5.1 Agreement Acknowledgement

Jacobs has reviewed United's terms embedded in RFQ/P and find them to be generally acceptable as the basis for a mutually agreeable contract. If selected, we would like to discuss clarity to the insurance items submitted during Q&A.

### 5.2 Negative History

Jacobs and its related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver Planning, Design, Construction Oversight, and Related Support Services. Jacobs' annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>. From time to time in the ordinary course of its business, the company is subject to thousands of various claims, disputes, terminations, arbitrations, and other legal proceedings. It is the company's practice to vigorously defend itself in such actions, many of which are generally subject to insurance and none of which has affected the company's ability to transact or pursue business, or perform the services described in this proposal.

In August 2020, the Procurement Office of the Arizona Department of Transportation ('ADOT') notified Jacobs Engineering Group Inc. ('Jacobs') of its intent to terminate an On-Call Acquisition and Relocation Services contract (CTR049970 and CTR049971) for default due to a disputed real estate brokerage licensing requirement. Jacobs has been in the process with ADOT of correcting this administrative default and to secure rescission of the notice. No task orders had been requested or issued under the subject On-Call. Jacobs has delivered world-class engineering services with ADOT for over 30 years. Jacobs continues to win new contracts and deliver many projects with ADOT. This termination is not expected to have a material adverse effect on Jacobs Engineering Group Inc., or upon the business, financial condition, results of operations, or cash flows for the company.

Although Jacobs can represent this response as "no," it does not track previous civil or criminal history of employees, shareholders, partners, consultants, sub-consultants, or responsible managing officer, responsible managing employee of Jacobs, or any employee of Jacobs who has a proprietary interest in Jacobs and we do not maintain records necessary to describe or make representations. Jacobs can certify that no elected officers have been judged guilty or liable within the last 5 years.

### 5.3 Non-Collusion

Jacobs has not colluded with other parties regarding responses to this RFQ/P. The executed non-collusion declaration is attached as **Exhibit 11**.

## Exhibit 11. Non-Collusion Form

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the Manager or Projects [Title] of  
Jacobs Engineering Group Inc. [Name of Company], the party making the  
foregoing proposal.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

April 24, 2023 [Date], at Irvine [City],

California [State].

Signed: 

Typed Name: Marielle Coquia

## **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 (e.g., 65.5 cents per mile for calendar year 2023, 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 (e.g., \$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., \$55.50 (or 75% of a daily rate) per day for first and last calendar day of PROJECT work, and \$74.00 per day for additional PROJECT work days for calendar year 2023.

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.



**Challenging today.  
Reinventing tomorrow.**

2600 Michelson Drive  
Suite 500  
Irvine, CA 92612  
[www.jacobs.com](http://www.jacobs.com)

April 24, 2023 (revised May 23, 2023)

**United Water Conservation District**

1701 Lombard Street, Suite 200  
Oxnard, CA 93030

**Re: Cost Proposal for Request for Qualifications and Proposal for Planning, Design, Construction Oversight, and Related Support Services for Monitoring Wells**

Greetings:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to submit this cost proposal in response to United Water Conservation District's (United's) Request for Qualifications and Proposals (RFQ/P) for Planning, Design, Construction Oversight, and related Support Services dated March 10, 2023. Jacobs is uniquely qualified to assist United with this important project based on our experience completing similar projects. Our strengths include:

- Direct experience working with the Navy
- Track record of supporting municipal clients with well installation work
- Qualified and experienced project team

Jacobs' estimated costs to complete the scope of work described in our Technical Proposal for this RFQ/P is \$374,833. Attachment A summarizes key cost assumptions, and Attachment B presents our schedule of costs and proposed billing rates for this project.

We look forward to working with you on this important project. Please contact BJ Lechler at 714.697.4203 if you have any questions about this proposal.

Enclosures:

Attachment A – Cost Assumptions  
Attachment B - Schedule of Charges and Billing Rates

Sincerely,

Jacobs Engineering Group, Inc.

BJ Lechler, PG, CHG  
Project Manager

[bj.lechler@jacobs.com](mailto:bj.lechler@jacobs.com)

Marielle Coquia, PE  
Manager of Projects

[marielle.coquia@jacobs.com](mailto:marielle.coquia@jacobs.com)

## Attachment A – Cost Assumptions

### Task 1 - Administration and Financial Reporting

- Jacobs team will conduct project management activities from 06/15/2023 through 07/18/2024

### Task 2 – Project Plan Development

- Comments on the Draft Project Plan from the Navy and United will be non-conflicting
- Draft and final versions of the Project Plan will be submitted electronically
- Meetings will be limited to 1) a kickoff meeting, 2) a meeting to review comments on the draft version of the Project Plan, and 3) two additional 1-hour meetings attended by three Jacobs staff
- All meetings will be virtual

### Task 3 – Well Design and Preparation of Specifications

- Design package will include 10 sheets
- Technical Specifications (Division 2) will be in CSI format
- Excludes preparation of Division 1 specifications and bidding documents
- Deliverables will consist of two submittals: 1) 90% draft plans and specifications 2) and 100% final plans and specifications
- Both versions will be submitted electronically
- Task will include four 1-hour meetings attended by three Jacobs staff
- All meetings will be virtual

### Task 4 – Construction Oversight

- The duration of construction oversight will be 80 days, and Jacobs will provide one field staff to oversee all activities. Jacobs can provide additional field staff, as needed, at the request of United or the Navy
- Construction oversight will be 10 hours per day, 5 days per week (no weekend work)
- Travel (truck rental and fuel) and per diem will be required for Jacobs staff
- Purchase of consumable field supplies will be required (e.g., PPE)
- Equipment rental for field instruments (e.g., PID and water level meters) will be required
- Weekly status meetings with United to review construction progress will be virtual

### Task 5 – Data Collection

- Labor and expenses for field oversight of aquifer testing are included in the cost proposal under Task 4
- Purchase of consumable field supplies will be required (e.g., PPE)
- Equipment rental for field instruments (e.g., PID and water level meters) will be required
- The number of samples submitted, and analyses will be as summarized in Exhibit 8 of the technical proposal
- Analysis will be run on at 15-day turn around time, with level III data packages
- Total lab fee for these analyses will not exceed \$19,930, based on a bid from EMAX dated 4/17/2023
- Shipping costs from the site to the lab are excluded from the above lab estimate and will not exceed \$2000 for the project

### Task 6 – Post Construction Reporting

- Two versions of the well completion report will be submitted: draft and final
- Both versions will be submitted in electronic format



Staff	Richard Sturn	BJ Lechler	Eric Davis	Matt Mayry	Loren Kaehn	Liz Luecker	Matt McClanahan	Adam Yeorg	Matt Lawson	DJ Sealee	April Gordon	Shannon Daisey						
	QA/QC	Project Manager	Navy Coordination	Project Plans, Specs, Reporting	Health and Safety Manager	Environmental Manager	Waste Manager	Field Oversight	Field Oversight	Field Oversight	Design/ Drafting	Admin						
Billing Rates	\$244	\$216	\$216	\$204	\$216	\$216	\$127	\$127	\$127	\$127	\$193	\$136	Total Labor Hours	Jacobs Labor Costs (\$)	Subcontractor (\$)	Expenses (\$)	Mark Up (\$)	Total Estimated Cost (\$)
Task/Activity Description	Labor Hours																	
Task 1 – Administration and Financial Reporting	0	52	0	0	0	0	0	0	0	0	0	24	76	\$14,496	\$0	\$0	\$0	\$14,496
Task 2 – Project Plan Development	6	28	32	50	8	8	8	10	18	2	8	0	178	\$34,450	\$0	\$0	\$0	\$34,450
Task 3 – Well Design and Preparation of Specifications	8	32	4	62	0	0	0	30	0	0	68	6	210	\$40,126	\$0	\$0	\$0	\$40,126
Task 4 – Construction Oversight	8	168	20	40	0	16	0	400	200	200	0	16	1,068	\$157,952	\$0	\$41,936	\$4,194	\$204,082
Task 5 – Data Collection	2	8	0	16	0	0	16	8	0	40	0	4	94	\$14,152	\$19,930	\$2,000	\$2,193	\$38,275
Task 6 – Post Construction Reporting	10	20	0	48	0	0	0	136	0	0	44	8	266	\$43,404	\$0	\$0		\$43,404
Total	34	308	56	216	8	24	24	584	218	242	120	58	1,892	304,580	\$19,930	\$43,936	\$6,387	\$374,833

Jacobs Engineering Group, Inc.  
Professionals and Technicians  
Hourly Billing Rates

Classification	Rate	EXPENSES	
		Expense Type	Rate
Principal-in-Charge	\$320	Auto Mileage	Current IRS Rate + 10
Principal Professional 2	\$281	Auto Rental	Actual + 10
Principal Professional 1	\$244	Other Travel (FTR Guidelines)	Actual +1 0
Sr. Professional 2	\$216	Equipment Rental	Actual + 10%
Sr. Professional 1	\$204	Postage/Freight	Actual + 10%
Project Professional 2	\$190	Reprographics	Actual + 10%
Project Professional 1	\$167	Subcontractors	Actual + 10%
Staff Professional 2	\$137		
Staff Professional 1	\$127		
Engineering Technician	\$193		
Technician	\$116		
Admin/Clerical	\$136		

**Note:**  
Rates subject to change January 1, 2025

## 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.

### *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.
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> combined single limit per accident.  |

3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors & Omissions Liability: **\$1,000,000** per claim and aggregate.
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 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. 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, except errors/omissions insurer, 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:** Engineering and Operations Committee Members

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

**From:** Maryam A. Bral, Chief Engineer  
Craig A. Morgan, Engineering Manager  
Robert J. Richardson, Senior Engineer  
Michel Kadah, Engineer  
Adrian Quiroz, Associate Engineer

**Date:** May 30, 2023 (June 1, 2023, meeting)

**Agenda Item:** 4.1 Monthly Engineering Department Report  
**Information item**

---

#### **Staff Recommendation:**

The Committee will receive this summary report and presentation from the Engineering Department regarding its activities for the month of May 2023.

#### **Discussion:**

##### 1. Santa Felicia Dam Safety Improvement Projects

- Spillway Improvement Project
    - Staff conducted bi-weekly progress meetings with GEI Consultants (GEI) to review and discuss the current design status. The preparation of 60% design analyses, plans and drawings, and specifications continued during this reporting period.
  - Outlet Works Improvement Project
    - The preparation of 90% design analyses, plans and drawings, and specifications continued during this reporting period. Staff reviewed and provided comments on the draft Reservoir Operation Plan (ROP) and responses to California Department Safety of Dams (DSOD) comments on the 60% design reports received from GEI.
    - Staff participated in two (2) internal dry-run meetings on May 2 and 3 in preparation for the upcoming California Department of Water Resources (DWR) interagency meeting.
    - On May 4, Staff attended the third interagency coordination workshop meeting with DWR and the Los Angeles Department of Water and Power (LADWP). Staff continued discussing with DWR Pyramid's capabilities for diverting and storing outflows to Santa Felicia Dam to reduce risk prior to and during the construction.
-

#### 4.1 Monthly Engineering Department Report Information Item

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- Staff reviewed three (3) proposals received for the construction management and inspection services from three firms, Black and Veatch Corporation (BV), Delve Underground, and Mott MacDonald. All three proposals were considered responsive. Interviews were held for the three firms at District Headquarters from May 1 through 3, 2023. Staff evaluated the proposals and interviews using the Qualifications Based Selections process outlined in the Engineering Projects Administration Policy (July 1, 2022) and with the Request for Qualifications and Proposals (RFQ/P), dated March 13, 2023. The District interview/selection panel completed its evaluation and selected BV as the most qualified firm on May 8.
  - Staff began the construction management services and inspection contract negotiations with BV on May 9 and attended a contract negotiation meeting with BA on May 17. A revised proposal from BV was received on May 22 in the amount of \$14,601,187.
  - Staff prepared a Professional Consulting Services (PCS) agreement with GEI to develop the final design phase, prepare final bid documents, and support the bid phase. The PCS agreement was approved by the Board on May 17.
  - Staff prepared two contract amendments with AECOM and Gannett Fleming for Mr. Mr. Joe Ehasz and Mr. Paul Schweiger services to attend the Board of Consultants (BOC) meetings No. 7 and 8, which are scheduled to be held on June 21-22, and November 15-16 of this year.
  - FERC License Amendment Application, NEPA Documentation and Section 7 Consultation
    - Staff finalized responses to the Federal Energy Regulatory Commission (FERC) and the National Marine Fisheries Service (NMFS)'s comments on the draft Biological Assessment (BA). The District responses were e-filed to FERC on May 24. The revised draft BA and license amendment documents will be submitted to FERC following FERC review of the response letters and a meeting between FERC and the District.
    - Staff reviewed the updated 30 percent design new release channel Technical Memorandum and provided comments to Catalyst Environmental Solutions.
  - Loan and Grant Applications
    - Upon review of the Department of Energy (DOE) Section 247 payment incentive guidelines, it appears that the Santa Felicia Dam Safety Improvement Project meets Category 2 -Improving Dam Safety requirements. Staff is in the process of preparing and submitting a letter of intent for DOE consideration by June 22.
  - Santa Felicia Dam Safety
    - On April 19, 2023, Staff met with the City of Oxnard's Emergency Services Manager, Scott Brewer, to receive feedback on the Santa Felicia Dam EAP and the Functional Exercise that was conducted on February 23, 2023.
-

#### 4.1 **Monthly Engineering Department Report** **Information Item**

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On May 11, 2023, Staff met with the City of Santa Paula's Emergency Services Coordinator to socialize the Santa Felicia Dam and the EAP.

On May 23, 2023, DSOD conducted its annual inspection of Santa Felicia Dam along with Engineering and O&M Staff. The inspectors observed the dam abutments, ongoing spill and penstock tunnel. The inspectors were satisfied with the condition of the facility and did not verbalize any action items. Please see Figure 4.

#### 2. Condor Point Improvement Project

- Staff are working on executing an Agreement with MNS Engineers for design services related to the new Condor Point Swim Beach. The deadline to construct the beach per FERC order is May 04, 2024.

#### 3. Freeman Diversion Expansion-

- On May 23-25, Staff, Shawn Ogle, Larry Weber, Chris Caudill, USBR, NHC, NMFS (including legal counsel), CDFW (including legal counsel), Wishtoyo's legal counsel and Special Master Smith met at USBR's Denver Testing Center for witness testing of the 1:24 and 1:12 scale physical models of the Hardened Ramp fish passage alternative. Tests were run on the dubbed Mod 6 configuration without a flushing channel as was presented to the agencies in NHC's Design Development Report.
- Staff, USBR, the University of Iowa, Stantec and NHC participate in rotating weekly calls with NMFS and CDFW to provide updates on operational and stress testing of the physical model.

#### 4. Iron and Manganese Treatment Facility

- Meetings:
    - Weekly coordination meetings between staff and the District's construction manager (HDR, Inc.)
    - Weekly construction progress meetings hosted by HDR and attended by GSE Construction, Taft Electric, Kennedy Jenks Consultants (KJ) and staff.
  - GSE Construction has submitted approximately 364 out of a total of 400 submittal packages anticipated for the project. HDR and design engineer (KJ) have provided responses on approximately 364 submittal packages including a requirement to comply with the Buy American Act (BAA).
  - GSE Construction has submitted approximately 128 Requests for Information (RFIs) to date. HDR, KJ and the District have been providing responses.
  - Thirty-two (32) Change Orders (COs) have been fully executed to date amounting to a net total of \$1,158,612.05. This represents approximately 12.4% of the original contract amount (\$9,342,900.00). Four (4) of these COs amounting to \$662,910.19 or 7.1% of the original contract amount are directly related to compliance with the BAA which is a federal grant requirement (the project was not originally bid with this requirement in place) and
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#### 4.1 Monthly Engineering Department Report Information Item

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\$495,701.86 or 5.3% of the original contract amount is related to all other COs that have resulted in additions or modifications to the original scope of work.

- GSE Construction continued construction of the following 20” Spent Wash Water (SWW)
  - 24” Raw Water Pipeline (RAW)
  - 24” Raw Water (RAW) – flushing and disinfection
  - 24” Filtered Water (FW) Connection – pressure testing and corrections
  - Various underground sample lines
  - Various underground electrical conduits
  - Various work around Filter Drain Pump Station
  - Filter face piping encasement and concrete slab construction (Figure 3)
  - Filter vessel platform handrails
  - Filter vessel cleaning and internals
  - Laboratory/Electrical/Blower Building
    - i. Exterior grouting and weather sealing
    - ii. Drywall
    - iii. Interior electrical
    - iv. Fire line risers and backwash service
    - v. Flooring
    - vi. Cabinetry and Countertops
    - vii. Lab Sink
- The filter manufacturer’s representative from Hungerford & Terry participated in start-up activities the week of May 22<sup>nd</sup>. This includes observation of “wet” testing of the filter vessels without filter media, and supervision of filter media loading.
- The tentative date for construction completion and implementation is July 20, 2023, (per CO No. 32 which was fully executed on May 8, 2023). A total of seventeen (17) inclement weather days have been counted. GSE’s latest monthly schedule update on May 16, 2023, indicated that construction will be completed by July 21, 2023.

#### 5. PTP Metering Improvement Project

- Total number of meters installed: 43 of 60 or 71.7% complete.
- An additional nine (9) meter installations are planned by mid-2023 (Turnout Nos. 102, 109, 113, 114, 123, 132, 134, 158, 162).
- Easement acquisition completion: 31 of 40 obtained or 77.5% complete.
- Three utility easement deeds were recorded with the County of Ventura Recorder’s Office (Turnout Nos. 103, 105 and 132).
- The District is working to schedule an on-site meeting with the property owner and tenant at Turnout No. 154. The property owner previously submitted a letter declining to sign the easement deed.

#### 4.1 Monthly Engineering Department Report Information Item

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##### 6. PTP Recycled Water Connection – Laguna Road Pipeline Project

- Staff prepared a Professional Consulting Services (PCS) agreement with Rincon Consultants, Inc. to perform environmental investigations and prepare the Initial Study as part of the CEQA analysis. The PCS agreement was fully executed on May 4.
- On May 22, Staff attended kick-off meeting with Rincon.

##### 7. Rice Avenue Grade Separation Project and Impact on PTP

- Legal Counsel visited PTP 4 Well Site on May 17 to develop a better understanding of the impacts on the site footprint due to the Rice Ave Grade Separation Project.

##### 8. State Water Project (SWP) Interconnection Pipeline Project

- The multiagency agreement between the City of Ventura, Calleguas Municipal Water District and United was fully executed on May 1. The agreement has all the required signatures. A hard copy of the agreement will be mailed to the agencies in the near future.

##### 9. Extraction Barrier and Brackish Water Treatment Project

- Agreements/Grants:
  - New Monitoring Wells: An amendment is needed to an existing license agreement that covers access, maintenance, operation and data collection for existing monitoring wells (22, A1, A-2, CM-1, CM-2, CM-1A, CM-6 and Q2). This amendment is pending site approval by the Navy which is expected mid-2023.
  - The draft Memorandum of Agreement (MOA) has been prepared between UWCD and the Navy to develop roles and responsibilities for the Phase 1 project which has been reviewed by both parties' legal counsels. This MOA will be reviewed and partially executed by the Navy and presented to the District's Board of Directors at the July 12, 2023, regular meeting.
  - The draft Letter of Request (LOR) initiating the Navy's real estate process for an outgrant easement for the Phase 1 project was prepared and submitted to the Navy for review and comment on May 9, 2023.
  - The District has been requesting a date for a kick-off meeting with the State Water Resources Control Board (SWRCB) Division of Financial Assistance (DFA) for the grant award of \$8,449,062 that was approved on March 6, 2023, for the Phase 1 project. A grant agreement is pending execution.
  - On May 17, 2023, the District executed a professional services agreement with Kennedy/Jenks in the amount of \$23,172 for preparation of an application for funding under the Office of Local Defense Community Cooperation under the Defense Community Infrastructure Pilot Program (DCIP). Applications are due June 23, 2023, and the maximum grant award is \$20 million with a 30% local cost match requirement.
- Meetings:
  - Held weekly internal meetings between Engineering, Environmental, and Water Resources staff to discuss progress on agreements with the Navy (Memorandum of Agreement, Outgrant Easement), grants (SGM, GWGP, DCIP), CEQA/NEPA

#### 4.1 Monthly Engineering Department Report Information Item

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- documentation preparation, permitting agency engagement, discharge alternatives evaluation, coastal water quality sampling and groundwater flow modeling.
- May 8, District staff and ESA Consultants met with the supervisory staff from the Los Angeles Regional Water Quality Control Board to discuss the permitting approach for the Phase 1 discharge facility under the National Pollutant Discharge Elimination System (NDPES). May 15, meeting with on-call services consultant HDR to obtain an independent party construction cost estimate for preparation of grant application materials for the OLDCC DCIP grant solicitation due June 23rd.
  - May 15, third NEPA/CEQA “Drumbeat” Meeting with District, ESA Consultants and Navy NEPA staff and Subject Matter Experts (SMEs). The Navy informed the group that the NEPA CatEx for installation of monitoring wells is in progress. ESA is preparing a proposal for NEPA preparation that the Navy will review and act as the lead agency. On May 17 we held a progress meeting with the Phase 1B project design team, Kennedy/Jenks Consultants.
  - May 17 held a kick-off meeting with Kennedy/Jenks for preparation of grant applications for the OLDCC DCIP grant solicitation.
  - May 15, 22 and June 12, held progress meetings with the Phase 1B project CEQA and permitting team, ESA Consultants.
  - May 25 held a monthly progress meeting with Navy staff to discuss priority items including finalization of the MOA, Letter of Request for an Outgrant Easement, endorsement letter for OLDCC DCIP grant application, finalization of the Discharge Alternatives TM, and scope of work for environmental surveys within the Mugu Lagoon.
  - Design:
    - April 25, Kennedy/Jenks (K/J) Consultants submitted the revised draft Technical Memorandum (TM) No. 1 entitled “Discharge Options Evaluation.” This included input from ESA consultants on environmental and regulatory considerations. The District is completing its review in preparation to submit to the Navy for review.
  - CEQA/NEPA/Permits:
    - ESA Consultants is developing a scope of work for Mugu Lagoon environmental surveys and studies as needed.
    - ESA Consultants is currently developing the CEQA Project Description for the Phase 1 project.
  - Geotech/Hydrogeology:
    - April 24, eight (8) proposals were received in response to the RFQ/P for “Planning, Design, Construction Oversight, and Related Support Services for up to Twenty (20) Phase 1 Groundwater Monitoring Wells as Part of Extraction Barrier and Brackish Water Treatment Project at Naval Base Ventura County-Point Mugu.” A separate staff report has been prepared recommending a contract award to the selected consultant.

#### 10. Asset Management/ CMMS System

- No updates to report.
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#### **4.1 Monthly Engineering Department Report Information Item**

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##### **11. Lake Piru Recreation Area – Pavement Maintenance Program**

- On May 11, the asphalt contractor (Horizon) applied asphalt seal coating at the entire Phase 3 area in front of the park ranger's office and the Marina parking lot (see Figures 1 and 2 below). Horizon completed the final items included in the punch list and the project final completion was achieved. The Notice of Completion (NOC) was signed and recorded with the Ventura County Recorder's Office.
- On May 11, Staff met with Gordian Group and J&H Engineering (J&H) at the Recreation Area and discussed the asphalt repair for the Dry Storage parking lot and Oak Lane. Staff requested proposal from J&H and prepared and submitted Technical Provision and plans for the proposed asphalt repair work.

##### **12. Other Topics, Meetings and Training**

- May 9-11, Maryam Bral attended the 2023 ACWA Spring Conference in Monterey.
- On May 16, Staff presented project updates at the OH and PTP Users meetings.
- On May 18, Maryam Bral and Robert Richardson attended the Association of Water Agencies (AWA) Water Information Breakfast Series entitled, "Innovations and Advancement in Ocean Water Desalination."
- On May 18, Robert Richardson attended the Department of Water Resources' "Desalination Resource Management Strategy" virtual workshop related to the 2023 California Water Plan Update.
- On May 24, Robert Richardson attended the AWA Channel Counties Water Utilities Committee (CCWUC) webinar entitled, "VenturaWaterPure".
- On June 1, Robert Richardson attended a Dupont webinar entitled, "Experience the Power of WAVE with DuPont IntegraTec Ultrafiltration Portfolio."

#### 4.1 Monthly Engineering Department Report Information Item

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**Figure 1 – Seal Coating Application at LP Recreation Area, May 11**



**Figure 2 – Seal Coating Application at LP Recreation Area, May 11**

#### 4.1 Monthly Engineering Department Report Information Item

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**Pictures of Fe/Mn Treatment Plant Construction**



**Figure 3 – Fully Coated Filter Face Piping and Filter Vessel Exterior**



**Figure 4 – DSOD Inspection of SFD on May 23, 2023**



### **Staff Report**

**To:** Engineering and Operations Committee Members

**Through:** Mauricio E. Guardado, Jr., General Manager  
Anthony A. Emmert, Assistant General Manager

**cc:** Dr. Maryam Bral, Chief Engineer

**From:** Marissa Caringella, Environmental Services Manager

**Date:** May 30, 2023 (June 1, 2023, meeting)

**Agenda Item:** 4.2 Monthly Environmental Services Department Report  
**Information Item**

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#### **Staff Recommendation:**

The Committee will receive and review this staff report from the Environmental Services Department regarding its activities for the month of May 2023.

#### **Discussion:**

1. Santa Felicia Project Operations and Federal Energy Regulatory Commission (FERC) License Support

- Water Release Plan and Water Release and Ramping Rate Implementation Plan

Under the Water Release Plan and FERC license for the Santa Felicia Project, United Water Conservation District (United) is required to make certain water releases from the Santa Felicia Dam for steelhead habitat and migration, when specific triggers are met. Triggers for habitat water releases are based on cumulative rainfall within the water year. United evaluates whether the trigger is met on the first day of each month, between January and June. The following table presents trigger criteria for each month and minimum required releases if those triggers are met. Each month that the trigger is not met, the minimum required habitat water release is seven cubic feet per second (cfs). The measured cumulative rainfall (to date) for the current water year has exceeded all triggers for enhanced habitat water releases through October 1, 2023. The minimum required habitat water release starting June 1 through October 1 is nine cfs.

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## 4.2 Monthly Environmental Services Department Report Information Item

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Habitat water release trigger date	Trigger criteria (total cumulative precipitation on trigger date)	Minimum required water release if trigger is met	2023 Measured cumulative precipitation	Actual minimum required habitat water release for month
January 1	4.80 inches	15 cfs	7.03 inches	15 cfs
February 1	8.10 inches	20 cfs	28.18 inches	20 cfs
March 1	12.00 inches	20 cfs	35.07 inches	20 cfs
April 1	14.90 inches	20 cfs	46.62 inches	20 cfs
May 1	16.30 inches	10 cfs	46.64 inches	10 cfs
June 1	17.50 inches	9 cfs*	47.31 inches**	9 cfs

\*If triggered, the minimum required water release will remain at nine (9) cfs through October 1, at which time, minimum required water release will be seven (7) cfs through January 1 of next calendar year.

\*\* Provisional as of May 19, 2023.

- **Habitat Improvement Plan**

On May 8, 2023, United provided a draft Lower Piru Creek Habitat Improvement Plan (HIP) to National Marine Fisheries Service (NMFS) for review and approval and filed the draft with FERC. Previously, on March 14, 2023, FERC issued a letter requesting that United file a proposed schedule for finalizing the HIP. In response, on March 28, 2023, Environmental Services staff submitted a proposed schedule to provide the seventh iteration draft HIP to NMFS for review and approval by May 8, 2023, and to file the HIP, consultation history, and documentation of NMFS' approval with FERC for review and approval by July 31, 2023.

- **Santa Felicia Dam Safety Improvement Project (SFDSIP)**

On May 24, 2023, United submitted two responses to comments letters in response to FERC and NMFS' comments on the SFDSIP draft Biological Assessment, developed to initiate consultation with NMFS under Section 7 of the Endangered Species Act. To date, United has received comments from both FERC and NMFS on the draft Biological Assessment and met with the agencies on April 5 and 26, 2023, to discuss the comments. United has been directed by FERC to respond to agency comments prior to submitting a revised draft Biological Assessment.

- **United Water Conservation District v. FERC, Court Case in Abeyance**

On September 29, 2010, the U.S. Court of Appeals granted the District a motion to hold the court case "United Water Conservation District v. FERC" in abeyance and directed the District to file status reports every 60-days. United filed the court case to challenge the biological opinion issued by NMFS on FERC's issuance of a license for the Santa Felicia Project. On May 12, 2023, the seventy-sixth status update was filed with the U.S. Court of Appeals for District of Columbia Circuit.

## 4.2 Monthly Environmental Services Department Report Information Item

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### 2. Clean Water Act Permits for Emergency Activities at Lake Piru

On May 8, 2023, Reasoner Creek bank restoration activities were completed. Environmental Services staff will submit post-project reports to the Los Angeles Regional Water Quality Control Board, State Water Resources Control Board, and the U.S. Army Corps of Engineers within 45 days of the completion date.

### 3. Freeman Diversion Operations

- Freeman Diversion Operations and Fish Passage Facility

The Freeman Diversion fish ladder and associated surveillance system have remained in operation since January 1, 2023. During the month of May, the video surveillance monitoring system at the Freeman fish ladder remained in operation; no fish were recorded passing through the facility in May. A single pacific lamprey was observed in the facility which represents the first lamprey observed since 2017 and, prior to that, the last recorded observation was in 2001.

During the month of May, O&M staff conducted flushing operations to minimize sediment deposition in the facility. Environmental Services staff supported O&M's operations and maintenance activities several times a week<sup>1</sup> by providing field support, conducting surveys of dewatered areas, setting up fish exclusion netting, providing on-site biological monitoring, and issuing agency notifications when appropriate.

### 4. Increased Importation of State Water Project (SWP) Water from Pyramid Lake to Lake Piru

On April 28, 2023, the Department of Water Resources (DWR), on behalf of United, submitted information requested by the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and U.S. Forest Service (USFS) to support the FERC temporary variance request. To date, the USFS has responded that no additional information is needed and the comment period for USFWS and CDFW concludes on May 29, 2023. Pending receipt of any additional comments from USFWS or CDFW, the FERC license variance is anticipated to be issued ahead of the SWP water delivery window of November 2023 – February 2024.

On May 11 and 19, 2023, Rincon Consultants biologists conducted arroyo toad surveys in middle Piru Creek. They confirmed that active breeding and tadpole rearing is ongoing.

### 5. Quagga Mussel Management

Throughout the month of May, Environmental Services staff continued to conduct bi-weekly quagga mussel veliger sampling of the lower system in response to the spill at Lake Piru. Veligers have not been detected in the lower system. Environmental Services staff continue to conduct all quagga

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<sup>1</sup> Environmental Services staff have assisted with O&M operations on May 3, 5, 8, 9, 10, 12, 15, 17, 19, 22, 24, 26, 29, and 31.

## 4.2 Monthly Environmental Services Department Report

### Information Item

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mussel monitoring activities on Lake Piru and lower Piru Creek with the exception of the spillway pool due to safety concerns due to the ongoing spill. A Technical Advisory Committee (TAC) meeting has been scheduled for June 15, 2023, per a request from CDFW. Confirmed attendees include staff from NMFS, DWR, and CDFW. The last TAC meeting was held in 2015.

#### 6. Miscellaneous

- On April 29, 2023, Mike Booth and Carolyn Culver's paper titled "Invasion dynamics of quagga mussels within a Southern California reservoir and its spatially intermittent watershed" was published in *Aquatic Ecology*. Booth and Culver utilized data collected by United staff from 2014-2021 to analyze water quality, mussel density and biomass, recruitment and growth, veliger abundance, and downstream mussel densities in Lake Piru and lower Piru Creek.
- On May 1, 2023, Megan Valverde joined the District as a part-time Environmental Services Field Technician.
- On May 3, 2023, Environmental Services staff assisted Water Resources staff with sediment transport field investigations to quantify sand movement and inform flushing activities.
- On May 8, 2023, Environmental Services staff assisted Water Resources and O&M with conducting a sediment survey of the Saticoy desilting basin to determine deposition rates and storage capacity.
- On May 10, 2023, Environmental Services staff completed a site reconnaissance survey of the East Road at Lake Piru prior to the removal of debris and road clearing activities.
- On May 11, 2023, Environmental Services staff was invited to a meeting with DWR Environmental Staff to discuss quagga mussel infestations at Pyramid Lake and Castaic Lake.
- On May 11, 2023, Environmental Services staff attended the CDFW Restoration Grant Program webinar.
- On May 15, 2023, Adriana Stovall joined the District as an Environmental Scientist – Regulatory Affairs.
- On May 18, 2023, Environmental Services staff attended the AWA Water Information Series on Innovations and Advancement in Ocean Water Desalination.
- On May 23, 2023, Environmental Services staff supported the Engineering Department by drafting a CEQA NOE and supporting documents for the Replacement of El Rio Water Well No. 5 Project.

**Staff Report**

**To:** Engineering and Operations Committee Members

**Through:** Mauricio E. Guardado, Jr., General Manager  
Anthony Emmert, Assistant General Manager

**From:** John Carman, Programs Supervisor

**Date:** May 30, 2023 (June 1, 2023, meeting)

**Agenda Item:** 4.3 Monthly Operations and Maintenance Department Report  
**Information Item**

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**Staff Recommendation:**

The Committee will receive this summary report and presentation from the Operations and Maintenance department regarding its activities for the month of May 2023.

1. Water Releases, Diversions

- Lake Piru rose 0 feet in May to 82,371 acre-feet (AF) of storage.
- 17,306 AF of water was diverted by the Freeman Diversion facility in May.
- 11,661 AF of water was diverted to the Saticoy recharge basins in May (metered plus unmetered, including Noble/Rose Basins).
- 4,522 AF of surface water was delivered to the El Rio recharge basins in May.
- 507 AF of surface water was delivered to the PTP system in May.
- 0 AF of surface water was delivered to C customers in May.
- 599 AF of surface water was delivered to Pleasant Valley County Water District in May.

2. Major Facilities Update

• **Santa Felicia Dam**

- On June 1, 2023, the lake level was 1055 and spilling via the spillway.
  - Habitat and migration water releases from the Santa Felicia Dam (SFD) were maintained between 10-200 cubic feet per second (cfs), for the month of May, as per the Water Release and Ramping Rate Implementation Plan for Lower Piru Creek.
  - May 23, 2023, annual California Division of Safety of Dams inspection performed at Santa Felicia Dam facilities.
  - Lake Piru reached 100% capacity and began spilling on March 16, 2023. Staff is continually monitoring flows.
  - Staff repaired Accusonic flow meter at SFD.
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**Agenda Item: 4.3 Monthly Operations and Maintenance Department Report**  
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- **Freeman Diversion, Saticoy, and El Rio Recharge Facilities**

- Flows at the Freeman Diversion averaged 291 cfs for the month of May, with 370 cfs of surface water being diverted on June 1, 2023.
- District staff operated the Freeman Diversion throughout the month including many nights of labor-intensive operations, harvesting Castaic release flood flows, recharging basins, and delivering surface water to the PTP and PV pipelines.
- In collaboration with Environmental Services, staff performed Freeman Diversion flushes and sediment removal every Mon/Wed/Fri the month of May.
- Tom's Mobile Welding rotated Freeman fish wiper gearboxes and replaced wiper arm bearings.
- May 26, 2023, contractor R & B Automation made repairs to Freeman Diversion south canal gate.
- Noble basins are being operated at elevated levels to increase percolation effectiveness and in preparation of potential temporary pilot pumps and pipelines to Ferro Basin, traveling through Vineyard Ave. culvert and through Vulcan and Harry's Berries properties.
- Static water levels (distance of water from the well pad to the water table):

	2023	2022	2021
Saticoy	15'	120'	125'
El Rio	79.6'	135.2'	126.7'
PTP	64'-100'	120'- 169'	120'-155'

- **Oxnard-Hueneme (OH) Delivery System**

- May 10, 2023, staff relocated Upper Aquifer System air-vac at Fe-Mn facility.
- Staff installed rebuilt motors at OH Well #2, and OH Well #18.
- New lighting installed at El Rio Disinfection facility.

- **Pleasant Valley County Water District (PVCWD)**

- PVCWD received United's surface water supply, surface supply from Conejo Creek Project and received some highly treated recycled water from the City of Oxnard's Advanced Water Purification Facility (AWPF).

- **Pumping Trough Pipeline (PTP)**

- During the month of May, the PTP system demand was met primarily with surface water and supplemented with PTP wells.
- May 23, 2023, staff performed annual PTP Well sand tests.
- Staff upgraded PTP Turnout meters 105 and 103 with Endress Hauser Electromagnetic flow meters.

**Agenda Item: 4.3 Monthly Operations and Maintenance Department Report**  
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- **Instrumentation**

- Staff installed Lock Out Tag Out devices at Freeman Diversions.
- Contractor Travis Ag replaced Saticoy Wells old propeller meters with Endress Hauser Electromagnetic 14-inch flow meters.
- Instrumentation staff installed Claroty cyber security server at El Rio Booster Plant.
- May 24, 2023, staff installed new Endress Hauser Electromagnetic flow meter on sodium hypochlorite injection skid.

- **Lake Piru Water System**

- All chlorine residuals and turbidity readings for the drinking water system were within proper ranges for the month of May.
- May 18, 2023, staff repaired treatment plant three-inch leaking manifold inlet supply pipe.
- Monthly pH, turbidity and coliform samples were obtained for Lake Piru, as part of the Long Term 2 Enhanced Surface Water Treatment Rule compliance monitoring.

3. **Operations and Maintenance Projects Update**

- The Iron and Manganese grant funded project is progressing well at El Rio Booster Plant. Projected completion date scheduled for June 30, 2023.

- **Other Operations and Maintenance Activities**

- The Santa Felicia Dam Emergency Action Plan sirens located in Piru were exercised on May 5, 2023.
- May 16, 2023, staff provided operational updates at both PTP & OH annual user meetings at District Headquarters.
- Facilitated tours at Freeman Diversion facilities.
- The monthly inspection of Santa Felicia Dam was performed.
- Monthly bacteria samples were obtained for the PTP system.
- Monthly meter readings were obtained for the OH, PTP, and PV pipelines.
- Completed and electronically transmitted the monthly OH Pipeline report to the State Water Resources Control Board Division of Drinking Water.
- Static water levels were obtained for all El Rio, Saticoy, and PTP wells.
- Weed abatement continued throughout the District.

- **Safety and Training**

- During the month of May, approximately 3100 hours of work, within the O&M department, were performed with 1 reportable accident.
- The online Target Safety assignment for May was “Water Industry Lockout Tagout”, and this month’s safety meeting provided a review of this topic. A safety tailgate pertaining to LOTO procedures was shared by Saticoy staff. Four safety videos were shown to staff—First Day on the Job Was His Last: What Happened to Day Davis by ProPublica, Lock Out Tag Out – Accident by HSE Lessons, Brady Lockout Hasp | How to Install and Use by Brady North America, and Lockout Tagout | An

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Introduction to the Control of Hazardous Energy by Ally Safety. Annual respirator fit testing was completed, with the exception of one new employee who will need to be re-tested as a result of facial hair interfering with the respirator's seal. Tailgate safety meetings were conducted at all O&M field locations and the topics included refresher training on equipment used at the various O&M locations.

**Attachment:** Operations Log for May