

**AGENDA**  
**ENGINEERING and OPERATIONS COMMITTEE MEETING**  
**Thursday, July 6, 2023, at 9:30 a.m.**  
**UWCD Headquarters, First Floor, Board Room**  
**1701 N. Lombard Street, Oxnard, CA 93030**

**CALL TO ORDER – OPEN SESSION 9:30 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 June 1, 2023, Engineering and Operations Committee meeting.

**3. July 12, 2023, Board Meeting Agenda Motion Items**

**Motions**

The Committee will review and discuss the following Board agenda motion items to be considered for approval at the July 12, 2023, Board meeting. Based on its discussion with staff, the Committee will consider making a recommendation for each motion item to the entire Board. The July 12, 2023, Board motion items being considered are:

**3.1 Authorize Approval of a Contract with MKN & Associates, Inc. to Develop the Final Design of Phase 1 of the Pumping Trough Pipeline (PTP) Recycled Water Connection – Laguna Road Pipeline Project (CIP 8043)**

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

The Committee will consider recommending approval of the motion item to the full Board that considers authorizing the General Manager to execute an agreement with MKN & Associates, Inc. in the amount not to exceed \$298,352 to develop the final design of Phase 1 of the PTP Recycled Water Connection, Laguna Road Pipeline Project.

**3.2 Authorize Approval of Amendment No. 2 to the Contract with Catalyst Environmental Solutions related to the 60 Percent Design of the New Release Channel for the Santa Felicia Dam Safety Improvement Project (CIP 8002)**

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

The Committee will consider recommending approval of the motion item to the full Board that considers authorizing the General Manager to execute Amendment No. 2 to the existing agreement with Catalyst Environmental Solutions and Stantec as a subcontractor (Catalyst/Stantec) in the amount not to exceed \$248,351.00 to develop the 60 percent design of the new release channel for the Santa Felicia Dam Safety Improvement Project.



- 3.3 Authorize Approval of Amendment No. 2 to the Contract with Ascent Environmental for services related to Freeman Diversion California Environmental Quality Act (CEQA) Compliance in the not to exceed amount of \$451,608.**  
(Environmental Services Department, Randall McInvale) (Proposed Time: 5 minutes)

The Committee will consider recommending approval of the motion to authorize the General Manager to execute an amendment to the professional consulting services agreement with Ascent Environmental in the amount of \$451,608 to continue the development of the California Environmental Quality Act ("CEQA") Environmental Impact Report associated with the Freeman Diversion Multiple Species Habitat Conservation Plan and complete the submittal by the September 22, 2023, Court ordered permanent injunction and stipulation deadline.

**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 its highlights.

- 4.1 Engineering Department Update (Dr. Maryam Bral) (Proposed Time: 10 minutes)**
- 4.2 Environmental Services Department Update (Marissa Caringella, Randall McInvale) (Proposed Time: 15 Minutes)**
- 4.3 Operations and Maintenance Department Update (John Carman) (Proposed Time: 10 minutes)**

**5. Future Agenda Items**

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

**ADJOURNMENT**

**Directors:**

Chair Lynn E. Maulhardt  
Daniel C. Naumann  
Bruce E. Dandy (substituting  
for Catherine P. Keeling)

**Staff:**

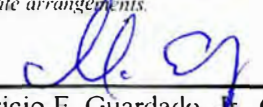
Mauricio E. Guardado, Jr.  
Marissa Caringella  
Hannah Garcia-Wickstrum  
Tessa Lenz  
Robert Richardson

Anthony Emmert  
John Carman  
Michel Kadah  
Randall McInvale  
Kris Sofley

Dr. Maryam Bral  
Craig Morgan  
Evan Lashly  
Adrian Quiroz

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Approved:

  
Mauricio E. Guardado, Jr., General Manager

  
Dr. Maryam Bral, Chief Engineer

  
Anthony Emmert, Assistant General Manager



Engineering and Operations Committee Meeting Agenda  
Thursday, July 6, 2023  
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**Posted: (date)** June 29, 2023

**(time)** 7:05 p.m.

**(attest)** Kris Sofley

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

**Posted: (date)** June 29, 2023

**(time)** 7:20 p.m.

**(attest)** Kris Sofley

**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, June 1, 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**

Anthony Emmert, assistant general manager  
Dr. Maryam Bral, chief engineer  
Marissa Caringella, environmental services manager  
John Carman, operations and maintenance program supervisor  
John Lindquist, supervising hydrogeologist  
Josh Perez, chief human resources officer  
Michel Kadah, engineer  
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**

Director Naumann called the committee meeting to order at 9:03 a.m. The clerk of the Committee called roll. Two Committee members were present (Keeling and Naumann). Chair Maulhardt was absent.

**1. Public Comments**

**Information Item**

Director Naumann asked for public comment. None were offered.



## 2. **Approval of Minutes**

### **Motion**

Motion to approve the Minutes from the May 4, 2023, Engineering and Operations Committee meeting, Director Naumann; Second, Director Keeling. Voice vote: two ayes (Naumann, Keeling,); none opposed. Motion carries 2/0/1.

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

The Committee reviewed and discussed the following motion items for approval at the UWCD Board meeting on June 14, 2023. Based on its discussions with staff, the Committee formulated recommendations for the entire Board.

### **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**

Chief Engineer Dr. Maryam Bral presented background on the Motion (presentation attached). Director Naumann asked for the names of the staff involved in the interview panel for the selection of construction management services. Dr. Bral provided the names of staff involved in the selection process. Director Naumann then proceeded to request a footnote for motion items to provide a full view of the project cost. Director Keeling added that she would like to see the total project cost after the first payment to understand what is being spent on the entirety of the project. The Directors agreed that showing projections for the next four years would clarify the contract amount not only for the Committee but also for the public. The Committee requested projections be demonstrated on slides along with labeling that indicated when projects were “mandated projects” (those required by Courts, Regulatory agencies, etc.) and stated that information should be included on future motion items.

The Committee asked no further questions nor expressed any additional comments. No comments or questions were offered by the public.

The Committee members were all in favor of recommending approval of the motion to award a contract for the Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project Construction Management and Inspection Services and approve a fund transfer for same 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 Manager Craig Morgan presented details on the Motion (presentation attached). Director Naumann asked about the location of the replacement well. Mr. Morgan explained that Well No. 5 will be cemented up and will not interact with the installation of Well No. 20. Director Naumann then asked that simple bullet points and time frames be included in motion item slides. Director Keeling added that including a statement for clarification of how funds have already been pre-approved would also be beneficial.





The Committee asked no further questions nor expressed any additional comments. No comments or questions were offered by the public.

The Committee members were all in favor of recommending adoption of Resolution 2023-11, approving the California Environmental Quality Act (CEQA) Notice of Exemption for the replacement of Water Well No. 5 to the full Board.

**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)**

Supervising Hydrogeologist John Lindquist presented background on the requested contract award to Jacobs Engineering Group (presentation attached). While presenting, Mr. Lindquist stated that a large part of the cost for this motion item will be reimbursed by the Sustainability Groundwater Management grant from the Department of Water Resources. The grant is being administered by the Fox Canyon Groundwater Management Agency. Directors Naumann and Keeling both agreed that a breakdown of grant reimbursements should be included in the slide in the form of a bullet point reflecting the percentage of reimbursement. Director Naumann further suggested that highlighting a partnership with the Navy for a future water supply is a mutual benefit and should be highlighted in the motion item slide being presented.

The Committee asked no further questions nor expressed any additional comments. No comments or questions were offered by the public.

The Committee members were all in favor of recommending approval of the contract award to Jacobs Engineering Group to the full Board.

**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 verbal presentations of highlights (presentations are attached).

**4.1 Engineering Department Update**

Dr. Bral presented department updates that covered the Santa Felicia Dam Safety Improvement Project, Santa Felicia Dam safety related activities, Iron and Manganese Treatment facility, the PTP metering improvement project, the Extraction Barrier and Brackish Water Treatment project and public outreach (see attached slides).

During Dr. Bral's presentation (slide 5, Iron and Manganese Facility) Director Naumann asked where solids from the wash water tank were deposited and if the pump was in operation 24 hours a day. Dr. Bral pointed out the area in the presentation where the solids are deposited (solid waste disposal vault) and explained that solids removal



will not interrupt the operation of the facility but generally the facility will be in operation depending on the nitrate levels in the upper aquifer system that might need to be adjusted. She continued explaining the process of blending from deeper and upper aquifers, and removal of iron and manganese from the lower aquifer system and how this process helps the District deliver better quality water to the customers. Director Naumann then said that this information should be framed in the presentation along with the upcoming ribbon cutting ceremony anticipated on July 13, 2023 (This date has since changed to September 13, 2023).

The Committee asked no further questions nor expressed any additional comments. No comments or questions were offered by the public.

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

Environmental Services Manager Marissa Caringella presented an oral report on environmental updates that included how the environmental department, along with operations and maintenance, were shutting down the Freeman Diversion fish ladder. The migration season was over June 1 and the fish ladder would not be in operation until the next migration season begins. Director Naumann asked to have the details on when migration season starts and finishes.

The Committee asked no further questions nor expressed any additional comments. No comments or questions were offered by the public.

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

Operations and Maintenance Program Supervisor John Carman presented Operation and Maintenance department updates that included Santa Felicia Dam water filter plant and DSOD inspection preparation, Saticoy recharge basins, freeman diversion and Saticoy sediment and water management, OH delivery air vac relocation and iron and manganese training, the PTP system metering upgrade project and the OH wellfield nitrate levels (see attached slides).

Mr. Carman discussed flushing at the Freeman Diversion and how it is being done twice a week. Director Naumann shared his enthusiasm about how much water is being delivered between recharge and pipeline deliveries and then asked about Article 21 water. Assistant General Manager Anthony Emmert provided information regarding Article 21 water and how it would be available during summer and into fall. This would provide an opportunity for continuous water sources. Director Naumann requested an additional slide that included numbers, a timeline, the amount of water left in Castaic and what's being provided at Lake Piru. Mr. Carman mentioned that the data is provided in the Operations and Maintenance log (aka FERC Operations Log). Director Naumann would like the data shared publicly. Dr. Bral stated that the data can be provided by Water Resources Staff and is included in the groundwater conditions report. Director Naumann concurred and would like to see the data publicly available on a slide.



The Committee asked no further questions nor expressed any additional comments. No comments or questions were offered by the public.

**5. Future Agenda Items**

Director Keeling would like to see staff make the discussed changes to the slides being presented including labeling projects as mandated, when appropriate. Dr. Bral suggested that staff discuss internally to form a standard terminology to include in the slides. Director Keeling concurred that a standard phrase could be used and would like the inclusion of a timeline, grant money and remaining funds for each project as well.

Director Naumann then asked the committee to change the start time for Engineering and Operations Committee Meetings to 9:30 a.m. to provide him with ample time to arrive from an earlier meeting that is scheduled the same day as the Committee. Director Keeling concurred.

The Committee asked for comments. Dr. Bral commented that she did not have any requests but showed her appreciation for how the Committee runs efficiently and expressed her appreciation for being given the opportunity to refine the presentations.

The Committee asked no further questions nor expressed any additional comments. No comments or questions were offered by the public.

**ADJOURNMENT 10:06 a.m.**

Chair Maulhardt adjourned the meeting at 10:06 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 June 1, 2023.

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



## Motion Item 3.1

### **Santa Felicia Dam Outlet Works Improvement Project Construction Management and Inspection Services Contract Award and Fund Transfer**

- Contract Award to Black and Veatch Corporation on an Annual Basis
- Award CM Contract for FY 2023/24 in the amount Not to Exceed \$1,498,623
- Approve fund transfer from CIP 8003 to 8002 in the amount of \$757,568

- ☐ RFQ/RFP advertised on BidNet on March 13
- ☐ 53 consultants downloaded RFQ/RFP
- ☐ Non-mandatory pre-proposal site visit on March 23
- ☐ 3 Consultants submitted proposals on April 17 and interviewed between May 1-3
- ☐ Black and Veatch Corp. was selected by the interview panel



## Motion 3.2

### **Resolution 2023-11; Adoption of CEQA Notice of Exemption (NOE) for the Replacement of Water Well No. 5 Project**

- CEQA Guidelines Sections:
  - 15301 – *Existing Facilities (Class 1)*
  - 15302 – *Replacement or Reconstruction (Class 2)*
- Replacing existing Water Well No. 5 by constructing Water Well No. 20 at the District's El Rio Facility. This Project is part of a multi-year effort to replace the original El Rio Wells constructed in the 1950s.



## Motion Item 3.3

### **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**

- ❑ Contract with Jacobs Engineering Group Inc. for \$412,316
  - Help with design of wells and preparation of bidding documents
  - Develop Project Plan for field work, including waste handling and disposal
  - Provide construction oversight during drilling and construction of monitoring wells, disposal of drilling wastes
  - Assist with planning and implementation of aquifer testing





# ENGINEERING DEPARTMENT MONTHLY UPDATE


June 1, 2023



## Santa Felicia Dam Safety Improvement Project

- Third Interagency Coordination meeting with DWR and LADWP on May 4
- CM Consultant interviews for SFD OW from May 1 to May 3
- CM Consultant selection finalized on May 8
- Response Letters to FERC and NMFS efiled with FERC on May 24
- Meeting with the Department of Interior discussing funding opportunities on May 25






2


## Santa Felicia Dam Safety related Activities


- Meeting with Scott Brewer, City of Oxnard Emergency Services Manager to receive feedback on SFD EAP and 2023 Functional Exercise on April 19
- Meeting with the City of Santa Paula’s Emergency Services Coordinator to discuss SFD and SFD EAP on May 11
- DSOD conducted the annual inspection of SFD Inspection on May 23 – Inspectors expressed satisfaction with SFD condition and had no request for follow up actions



05/23/23

Staff and DSOD Inspectors in 72" Butterfly Valve Vault





3

## Iron and Manganese Treatment Facility



05/10/23



05/10/23

Completion of Filter Vessels Exterior and Filter Facing Piping Coating



4



# Iron and Manganese Treatment Facility



Completion of 8" Return Washwater Piping



Completion of Washwater Return Pump Station



# Iron and Manganese Treatment Facility



Exterior View of the new Building



Interior View of the new Analytical Laboratory equipped with new cabinetry and countertops, and flooring.





# PTP Metering Improvement Project

Project Activities Status	By May 2023
Meter Installations (out of 60)	43 or 71.7%
Easement Acquisitions (out of 41)	31 or 77.5%
Utility Easement Deeds Recorded	3
Meters Installations planned by mid-2023	9*

\*TO Nos. 102, 109, 113, 114, 123, 132, 134, 158, 162

METER STATUS

- INSTALLED - 41
- CONSTRUCTION PLANNED IN 2023 - 11
- LETTERS MAILED TO OWNER - 8
- ✕ ABANDONED - 2
- PUMPING TROUGH PIPELINE

Updated: 4/24/2023

7

# Extraction Barrier and Brackish Water Treatment Project

- 8 proposals were received and reviewed in response to the RFQ/RFP for “Planning, Design, Construction Oversight, and Related Support Services for Groundwater Monitoring Wells Installation
- Staff interviewed 2 consultants and finalized the Consultant selection
- Meeting with RWQCB on May 5
- Letter of Request submitted to the Navy on May 9
- Draft MOA- revisions on going – tentative presentation to the BOD in July – Last revision was reviewed on May 17

8

# Public Outreach


- Chief Engineer attended the 2023 ACWA Spring Conference in Monterey, CA on May 10
- Chief Engineer participated in the May 19-21 Inspection Trip of Hoover Dam and the Colorado River Aqueduct
- Staff Attended and Presented at the OH and PTP User Meetings on May 16



Weymouth Water Treatment Plant



QUESTIONS



10



# OPERATIONS AND MAINTENANCE DEPARTMENT MONTHLY UPDATE

June 1, 2023



## Santa Felicia Dam

### SFD Water Filter Plant – DSOD Inspection Preparation





2





3



4

# OH Delivery

## Air Vac Relocation – Fe-Mn Training








5

5

# PTP System


## Meter Upgrade Project



**Turnout #105**  
ETTING RD.  
BEFORE

**Turnout #105**  
ETTING RD.  
AFTER

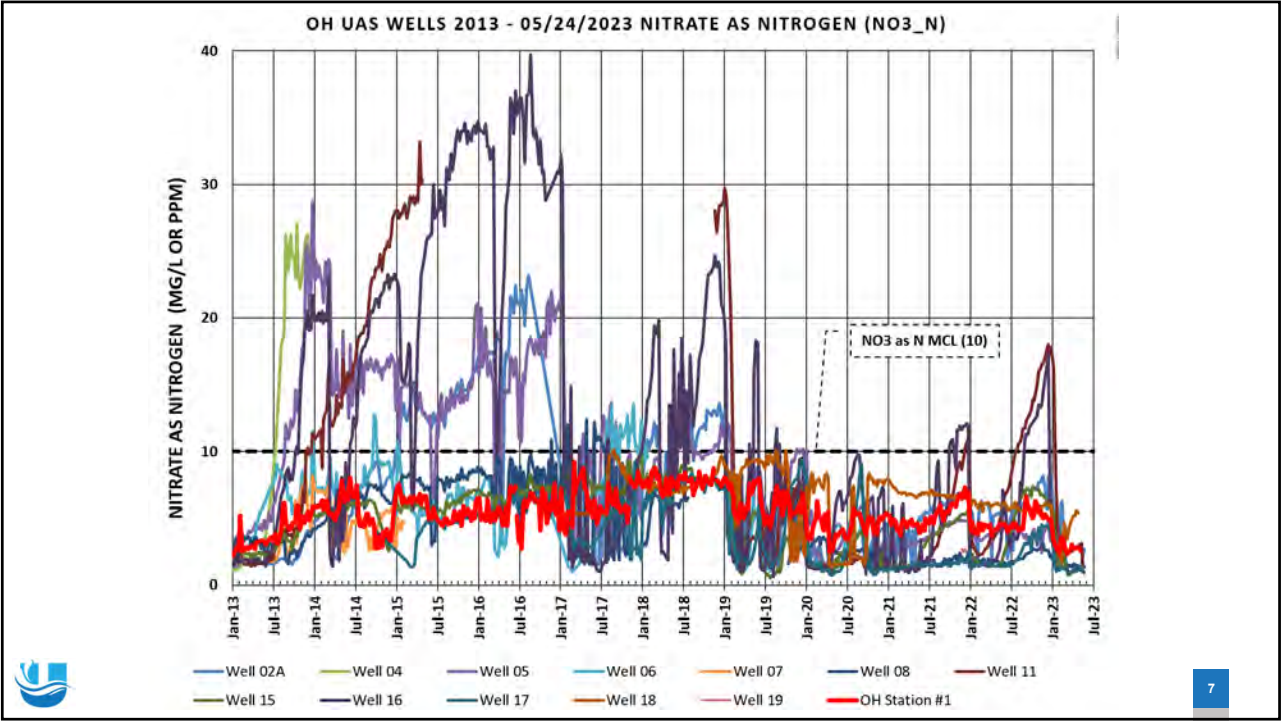
SAND TESTING PTP WELLS



6

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

**cc:** Brian Zahn, Chief Financial Officer

**Date:** June 26, 2023 (July 6, 2023, Committee Meeting)

**Agenda Item:** 3.1 Authorize Approval of a Contract with MKN & Associates, Inc. to Develop the Final Design of Phase 1 of the Pumping Trough Pipeline (PTP) Recycled Water Connection – Laguna Road Pipeline Project (CIP 8043)  
**Board Motion**

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**Staff Recommendation:**

The Committee will consider recommending approval of the motion to authorize the General Manager to execute an agreement with MKN & Associates, Inc. (MKN) in the amount of \$298,352.00 to develop the final design of Phase 1 of the PTP Recycled Water Connection, Laguna Road Pipeline Project to the full Board.

**Background:**

United Water Conservation District (District) is in the process of designing a pipeline connecting the District's PTP system to Pleasant Valley County Water District (PVCWD) system at Laguna Road for the delivery of recycled water. Recycled water delivered to the PTP system can significantly reduce groundwater pumping in the PTP service area and the Oxnard Plain. The potential recycled water sources include: the City of Oxnard's Advanced Water Purification Facility (AWPF), and other potentially other sources.

In September 2020, the District received a \$343,000 grant from the Natural Resources Conservation Service (NRCS) for construction of a pipeline along Laguna Road, and in September 2022, a \$2.6M grant was received from Department of Water Resources and Fox Canyon Groundwater Management Agency for the Sustainable Groundwater Management (SGM) Grant Program for the design and construction of the proposed pipeline. The pipeline construction must be completed in March 2025 to meet SGM grant requirements.

**Discussion:**

A Preliminary Design Report (PDR) was completed by Kennedy Jenks (KJ) on January 25, 2023. The PDR concluded that a new booster pump station would be required to achieve sufficient head to connect PVCWD system to the PTP system via the proposed Laguna Road pipeline. In order to complete the pipeline construction in March 2025, two separate phases will be developed to

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**Agenda Item: 3.1 Authorize Approval of a Contract with MKN & Associates, Inc. to Develop the Final Design of Phase 1 of the Pumping Trough Pipeline (PTP) Recycled Water Connection – Laguna Road Pipeline Project (CIP 8043)**  
**Board Motion**

complete this project. Phase 1 will include 60% and 100% design of the proposed pipeline, bid support for the pipeline construction, and 30% design of the proposed booster pump station. Phase 1 is anticipated to be completed in the fiscal year (FY) 2023-2024. Phase 2 will include the final design phase and bid support of the booster pump station. Phase 2 is anticipated to be completed in the fiscal year 2024-25.

MKN has substantially completed the design of the Laguna Road pipeline for PVCWD, which gives them an in-depth understanding of the goal for both PVCWD and the District projects. Staff recommends execution of the contract with MKN. A copy of the Professional Consulting Service Agreement detailing MKN's complete proposal, including the scope of work and deliverables, proposed fee, and the project schedule, is included in Attachment A.

**Mission Goal:**

Meets Mission-Related Goal B, System Reliability, and Goal E, Regional Partnerships and Leadership.

**Fiscal Impact:**

Sufficient funds to cover the proposed contract amount of \$298,352.00 are included in the Fiscal Year 2023/24 budget (Account No. 8043-810).

**Attachment:**

Attachment A      Pumping Trough Pipeline (PTP) Recycled Water Connection, Laguna Road Pipeline Project, Phase 1 Final Design, Professional Consulting Services Agreement with MKN & Associates, Inc.

# 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 **MKN & Associates, Inc.** (hereinafter “**CONSULTANT**”).

## RECITALS:

WHEREAS, UNITED desires to obtain professional engineering consultation services in connection with the development of the pipeline final design and construction bid support, and 30 percent design of the booster pump station (Phase 1) for the **Pumping Trough Pipeline (PTP) Recycled Water Connection, Laguna Road Pipeline 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. **Michael Nunley** 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 **Chief Engineer, Maryam A. Bral** or designee in the performance of CONSULTANT's services.

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

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

## **2. TERM OF AGREEMENT**

Unless otherwise earlier terminated as specified in Section 8, this Agreement shall commence on the date set forth above and shall expire on **June 30, 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 **two hundred ninety-eight thousand and three hundred fifty-two dollars (\$298,352.00)** for performing all services authorized and required by this Agreement and specified in Exhibit "A." UNITED shall compensate CONSULTANT only for actual costs incurred on a time and expenses basis, but in no event shall the total compensation be greater than the not to exceed amount above. However, the total amount paid on a time and expenses basis may be lower than the not to exceed amount above based on actual costs incurred. Payment shall be made in accordance with CONSULTANT's Schedule of Charges submitted to UNITED, included in Exhibit "A" attached and incorporated by reference herein.

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

CONSULTANT for that month. Upon UNITED's request, CONSULTANT shall include with its monthly invoices a detailed verification, including accounting records, of the work actually performed and costs and expenses incurred, along with any other documents or information reasonably requested by UNITED.

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

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

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

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

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

CONSULTANT's Project Manager shall keep UNITED's **Chief Engineer, Maryam A. Bral**, or designee informed as to the progress of work by informal reports. Neither party shall hold the other responsible for damages or delay in

performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

## **5. ASSIGNMENT OF CONTRACT**

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

## **6. INDEMNIFICATION**

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

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

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

3. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold UNITED harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or



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

## **7. INSURANCE**

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

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

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

## **8. TERMINATION OF AGREEMENT**

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

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

2. Termination for cause may occur upon any of the following events: (a) CONSULTANT's material breach of this Agreement; (b) abandonment or lack of diligence in performance of the work by CONSULTANT; (c) cessation, suspension, revocation or expiration of any license needed by CONSULTANT to provide services hereunder; (d) failure of CONSULTANT to substantially comply with any local, state or federal laws, regulations, ordinances or policies applicable to its work hereunder; (e) filing by or against CONSULTANT of bankruptcy or any petition under any law for relief of debtors; or (f) conviction of CONSULTANT or its principal representative or personnel for any crime other than minor traffic offenses.

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

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

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

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

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

## **9. PROFESSIONAL SERVICES**

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

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

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

## **10. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to UNITED being that of an independent contractor. UNITED shall not be required to make any payroll

deductions or provide Worker's Compensation Insurance coverage or health benefits to CONSULTANT. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the UNITED and for coordinating all portions of the work so the results will be satisfactory to UNITED. CONSULTANT will supply all tools and instruments required to perform its services under this Agreement.

## **11. ASSISTANCE BY UNITED**

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

## **12. ADDITIONAL PROVISIONS**

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

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

### **B. Notice**

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

To CONSULTANT: Michael Nunley, President/CEO  
MKN & Associates, Inc.  
121 N. Fir Street, Suite G  
Ventura, CA 93001

To UNITED: Maryam A. Bral, Ph.D., PE  
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

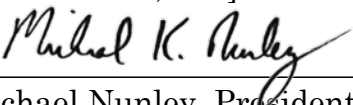
This Agreement may be executed in multiple counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single document. Signatures may be given via facsimile transmission and shall be deemed given as of the date of facsimile transmittal of the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

[MKN & Associates, Inc.]

By  \_\_\_\_\_  
Michael Nunley, President/CEO



**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 **Scope of Work** and **Schedule of Charges**.



MKN & Associates, Inc.  
121 N. Fir St., Ste. G  
Ventura, CA 93001

June 24, 2023

Michel Kadah, PE  
Engineer  
United Water Conservation District  
1701 North Lombard Street, Suite 200  
Oxnard, CA 93030

**RE: Proposal for Laguna Road Pipeline & Booster Pump Station – Phase I Pipeline Final Design and Booster Pump Station 30% Design**

Dear Michel,

MKN is pleased to provide the following proposal for final design of United Water Conservation District's (District's) portion of the Laguna Road Pipeline and Booster Pump Station. As you know, MKN has been completing the design of the Laguna Road Pipeline for Pleasant Valley County Water District which gives us a deep understanding of the goal for both projects.

## Project Background

The United Water Conservation District (District) intends to reduce the need to operate lower aquifer system (LAS) wells in the Pumping Trough Pipeline (PTP) system. These wells are used to supply non-potable irrigation water. Therefore, the District has entered into an agreement with the City of Oxnard to deliver recycled water to the existing PTP system from their Advanced Water Purification Facility (AWPF). After a series of meetings and workshops with several key stakeholders, the District ultimately decided to construct a pipe along Laguna Road, to connect the Pleasant Valley County Water District (PV) system, which already connects to the Oxnard AWPF via the Hueneme Road Pipeline, to the PTP system.

A Preliminary Design Report (PDR) was completed by Kennedy Jenks (KJ) on January 25<sup>th</sup>, 2023, which includes a water quality analysis, hydraulic analysis of the PV – PTP system connection, flow control methods, pipeline design, permitting and grant requirements, cost estimate, project options evaluation and recommendations. The PDR determined that the District would see an improvement in overall water quality, but that a new pump station would be required to achieve sufficient head to connect PV to PTP via the Laguna Road Pipeline. KJ recommended placing the pump station on the intersection of Wood and Laguna Road. The report proposes 28-in HDPE DR 17 for the 2,786-ft pipeline, as this material would perform adequately with its cost efficiency, durability, and resistance to corrosive soils. Regarding construction along Laguna Road, KJ suggests an easement 15-ft north of the road to minimize costs for removing and replacing existing pavement, and easier access for operation and maintenance (O&M). Finally, to address the Revolun Slough Crossing, KJ recommends a bridge crossing using a 26-in welded steel pipe with a 5/8-in or greater wall thickness.

Our understanding is the project will be bid on in two separate packages. The pipeline will be complete final design by June 2024, which will lead to construction phase shortly after. 60 Percent design plans will be prepared by June 2024 for the booster pump station (BPS) and final design will be completed before December 2024 which is not included in the scope of work for this proposal and will be executed in fiscal year 2024/25. This timeline meets the District's schedule



for their Ground Water Sustainability Improvement Program Grant. This proposal lays out the work to be completed on both projects during the 2023/2024 fiscal year.

## Summary of Proposed Services

If selected to perform this work, MKN will design the following system components per the PDR and will be verified in the appropriate tasks below:

- Bid Package 1: Approximately 2,800 LF pipeline along Laguna Road from Wood Road to the PTP system west, including a bridge crossing over the Revolon Slough.
- Bid Package 2: New Booster Pump Station (BPS) near the intersection of Laguna Road and Wood Road including the following:
  - Three single speed pump and motors; two duty one standby
  - Electrical design for BPS including, ventilation, and motor operated control valves to ensure bidirectional flow to both United Water Conservation District and Pleasant Valley County Water District
  - Instrumentation and control design for BPS including SCADA
  - Structural and architectural design for BPS including new building
  - Flow rate and pumping capacity to be determined

We will also provide permitting support for BPS building permit and a water course permit both from the County of Ventura. Additional scope includes support during bid phase for both bid packages.

## Scope of Work

### Task Group 1 – Project Management

#### Task 1.1 Project Management and QA/QC

Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the District and Consultant's project team will be conducted by the Consultant Project Manager. The design phase is assumed to be twenty (20) months. This proposal covers the twelve months of work to be completed in the 2023/2024 fiscal year. Consultant will provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project.

#### Task 1.2 Meeting

Consultant has included ten (10) meetings as part of this scope of services. The following meetings are included:

1. Kick Off Meeting and Site Visit (PM, PE, Technical Advisor)
2. 60% Pipeline (PM, PE, Technical Advisor)
3. 100% Pipeline Design Review Meeting (PM, PE, Technical Advisor)
4. Quarterly Design Workshops (assumed 4)
5. Coordination meetings with PVCWD (assumed 2)
6. Bid Results Meeting (1)



**Deliverables:** Meeting Agendas/Meeting Minutes (10 total).

## Task Group 2 – Data Review

### Task 2.1 Data Request

Consultant will prepare and submit a data request form for information needed from the District including, but not limited to, the following items:

- Previous Survey Files
- Hydraulic Model Files
- Supplementary geotechnical/groundwater data

**Deliverables:** Data Request

### Task 2.2 Topographic Survey

MKN will utilize the topographic survey for the pipeline alignment, which was completed by Encompass Consulting Group (ECG) for the KJ 30% design. Additional topographic survey will be completed by ECG for the booster pump station site. Additionally, ECG will prepare legal descriptions for both the pipeline alignment and booster pump station site.

**Deliverables:** Topographic survey CAD files and legal descriptions in PDF format

### Task 2.3 Geotechnical Report

MKN will utilize the geotechnical report completed by Yeh and Associates and part of the PDR. Additional Geotechnical information will be collected on the booster pump station site which will provide recommendations for structural engineering of the foundation.

**Deliverables:** Supplementary Geotechnical Report

## Task Group 3 – Preliminary Design Review

### Task 3.1 Hydraulic Review

MKN will review the Hydraulic Analysis completed in the PDR. We will confirm the assumptions with the PVCWD design and pose any changes to the District. MKN will review the hydraulics to determine how to accommodate bi-directional flow. MKN will combine the PVCWD and United models in this location to confirm flow scenarios. MKN will report its findings to the District in a technical memorandum and use this as the basis for the 30% design.

**Deliverables:** Hydraulics Technical Memorandum

## Task Group 4 – Design – Pipeline

### Task 4.1 60% Design Drawings and Specifications

Following completion and acceptance of the hydraulics TM, MKN will proceed with preparation of design drawings. Below is the 60% scope for the pipeline project:



Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17"). All hard copies noted will be provided as 11" x 17". Drawings will include cover sheet, general notes sheet, pipeline plan view, and place holders for detail sheets.

Project technical specifications will be prepared in CSI format (Divisions 1 to 16). For the 60% deliverable, MKN will provide a table of contents for the technical specifications needed for the pipeline project.

***Deliverables:*** 60% Pipeline Design Drawings and Technical Specifications table of contents.

#### Task 4.2 100% Design Drawings and Specifications

Following completion and acceptance of the 60% Design submittal, MKN will proceed with preparation of 100% design. Below is the 100% scope for the pipeline project:

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17"). All hard copies noted will be provided as 11" x 17". Drawings will incorporate comments from the 60% deliverable, pipeline profile view, and all necessary project detail sheets.

Project technical specifications will be prepared in CSI format (Divisions 1 to 16). MKN will review the front-end documents and modify technical specifications to conform with Districts requirements. MKN will use District standard front-end general conditions.

***Deliverables:*** 100% Pipeline Design Drawings, Technical Specifications, and General Conditions

#### Task 4.3 Issued for Bid (IFB) Design Drawings and Specifications

Following completion and acceptance of the 100% Design submittal, MKN will proceed with preparation of IFB design. Below is the IFB scope for the pipeline project:

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17"). All hard copies noted will be provided as 11" x 17". Drawings will incorporate comments from the 100% deliverable and have necessary detail to advertise to prospective bidders.

Project technical specifications will incorporate any of the District's comments from the 100% design deliverable and have necessary detail to advertise to prospective bidders.

***Deliverables:*** IFB Pipeline Design Drawings, Technical Specifications, General Conditions

#### Tasks 4.4 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs and updated construction schedule at the 30% (update as needed), 60%, 100%, and IFB completion stages. Final IFB cost estimate shall be prepared to a Class III level in accordance with AACE International standards.

***Deliverables:*** Cost Estimate (30%, 60%, 100%, IFB)



The following table summarizes the deliverables associated with each design phase:

Submittal	Drawings	Specifications	Opinion of Cost
30%	Draft Plan View	None	Update
60%	Draft Final	Table of Contents	Update
100%	Permit Set	Draft Final/ Permit Set	Draft Final
IFB	Final	Final	Final

## Task Group 5 – Design – Booster Pump Station

### Task 5.1 30% Design Drawings

Following completion and acceptance of the hydraulics TM, MKN will proceed with preparation of design drawings. Below is the 30% scope for the Booster Pump Station project:

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17"). All hard copies noted will be provided as 11" x 17". Drawings will include cover sheet, general notes sheet, pump station site plan, and place holders for detail sheets.

**Deliverables:** 30% Pump Station Design Drawings

### Tasks 5.2 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs and updated construction schedule at the 30% submittal. Cost estimate shall be prepared to a Class IV level in accordance with AACE International standards.

**Deliverables:** Cost Estimate (30%)

The following table summarizes the deliverables associated with each design phase.

Submittal	Drawings	Specifications	Opinion of Cost
30%	Draft Plan View	None	Update

## Task Group 6 – Permitting

### Task 6.1 & 6.2 Watercourse Permit & Encroachment Permit

MKN will coordinate with Ventura County Watershed Protection Department's (VCWPD) Planning and Permits section to request and obtain the Watercourse Permit required for construction. MKN will also coordinate with Ventura County Public Works for confirming Encroachment Permit requirements for procurement by the Contractor, as needed.



#### Assumptions:

- The District will be responsible for the payment of all permit and filing fees
- No Changes to the plans and location map will be made that necessitate re-submittal of the Watercourse Permit application after its initial submittal
- VCWPD will issue a Watercourse Permit within six months of initial application submittal. Should the timeline extend beyond six months, additional budget may be required to continue coordination and follow-up efforts
- Coordination with VCWPD will only involve minor clarifications and will not necessitate preparation of further analysis
- Project will comply with recommendations from District's environmental consultant, Rincon. Significant environmental design changes may require revisions to this scope and fee.

#### Task 6.3 Storm Water Pollution Prevention Plan (SWPPP)

MKN will coordinate with storm water consultant, JGK, to provide all plan reviews necessary to complete the SWPPP for the pipeline bid package. The SWPPP will serve as the overall guidance document for project compliance with the Construction General Permit for Storm Water.

***Deliverables:*** Watercourse Permit Application, Encroachment Permit, and SWPPP

#### Task Group 7 – Bid Support Services

##### Task 7.1 – Pipeline Bid Support Services

MKN's project manager will attend the bidders' conferences for the Project, prepare notes, log questions from bidders, and prepare up to maximum of 3 addenda, if necessary, for the pipeline bid package. MKN will also assist the District in tabulating and comparing the bids, and evaluating bidder qualifications, based on financial and reference checks. It is assumed that District will advertise for bids, reproduce and distribute contract documents to prospective bidders, maintain a list of bidders, and host the bidders' conference.

#### Fee Estimate

MKN proposes to complete this work on a time and materials basis with a budget not to exceed \$298,352, based on the 2023 MKN rate schedule, included as **Exhibit A**. The estimated level of effort is provided as **Exhibit B**.



## Schedule

Phase	Start	Complete
60% Pipeline and 30% Booster Pump Station Design	July 15, 2023	December 8, 2023
100% Pipeline Design	December 22, 2023	June 30, 2024
Pipeline Bid Support	July 1, 2024	Sept 30, 2024
Pipeline Construction	Oct 1, 2024	March 2025

We would like to express our thanks to the District for the opportunity to work on this important project. Should you have any questions or wish to discuss any of the information presented herein, please do not hesitate to contact me at your convenience. My phone number is (805) 947-4975 and email is [abugielski@mknassociates.us](mailto:abugielski@mknassociates.us).

Sincerely,

Adam Bugielski

Senior Project Manager

Enclosures:

- Exhibit A – Rate Schedule
- Exhibit B – Level of Effort





## **2023 FEE SCHEDULE FOR PROFESSIONAL SERVICES**

### **ENGINEERS AND TECHNICAL SUPPORT STAFF**

Administrative Assistant	\$105/HR
Engineering Technician	\$114/HR
CAD Technician I	\$137/HR
CAD Design Technician II	\$155/HR
Senior Designer	\$170/HR
Assistant Engineer I	\$151/HR
Assistant Engineer II	\$168/HR
GIS Specialist	\$165/HR
Senior Planner	\$220/HR
Planner II	\$205/HR
Planner I	\$180/HR
Project Engineer I/ Senior Scientist	\$200/HR
Project Engineer II	\$208/HR
Senior Project Engineer I	\$220/HR
Senior Project Engineer II	\$225/HR
Project Manager	\$230/HR
Senior Project Manager	\$240/HR
Principal Engineer	\$260/HR
Project Director	\$280/HR
Senior Project Director	\$300/HR

### **CONSTRUCTION MANAGEMENT SERVICES**

Construction Inspector	\$173/HR
Assistant Resident Engineer	\$178/HR
Resident Engineer	\$196/HR
Construction Manager	\$214/HR
Principal Construction Manager	\$252/HR

*Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.*

*The foregoing Billing Rate Schedule is effective through December 31, 2023 and will be adjusted each year after at a rate of 2 to 5%.*

### **DIRECT PROJECT EXPENSES**

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.625/mi.

	Principal Engineer (Nord)	Senior Project Manager (Bugelski)	Senior Project Engineer II (Mathews)	Project Engineer II (Azami)	Assistant Engineer II (Garcia/Little)	Senior Designer (Ditch)	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Survey- ECG	Structural - SSG	Electrical - Gerry Green	Geotechnical - CSA	SWPPP - JGK	Non-Labor Costs	Total Fee
Hourly Rates	260	240	225	208	168	170										
<b>Task Group 1: Meetings</b>																
Task 1.1 Project Management (12 months for design)	24	8					32	\$7,560	\$ 227	\$ -	\$ -	\$ -	\$ -	\$ -	\$227	\$ 7,787
Task 1.2 QA/QC	40	6					46	\$11,840	\$ 355	\$ -	\$ -	\$ -	\$ -	\$ -	\$355	\$ 12,195
Task 1.3 Meetings (kickoff/site visit, 7 progress)	16	16	16	8			56	\$12,112	\$ 363	\$ -	\$ -	\$ -	\$ -	\$ -	\$363	\$ 12,475
Task 1.4 Design Review Meetings (2)	2	6	6	6	8		28	\$5,902	\$ 177	\$ -	\$ -	\$ -	\$ -	\$ -	\$177	\$ 6,079
Task 1.5 Bid Result Meeting	2						2	\$480	\$ 14	\$ -	\$ -	\$ -	\$ -	\$ -	\$14	\$ 494
Subtotal	42	54	30	22	16	0	164	\$ 37,894	\$ 1,137	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,137	\$ 39,031
<b>Task Group 2: Data Collection and System Review</b>																
Task 2.1 Review relevant data	4	24	24	24	4		80	\$16,064	\$ 482	\$ -	\$ -	\$ -	\$ -	\$ -	\$482	\$ 16,546
Task 2.2 Topographic Survey and Legal Descriptions	2	2			2		6	\$1,270	\$ 38	\$ 6,930	\$ -	\$ -	\$ -	\$ -	\$6,968	\$ 8,238
Task 2.3 Geotechnical Report	2	2					4	\$930	\$ 28	\$ -	\$ -	\$ -	\$ 12,430	\$ -	\$12,458	\$ 13,388
Subtotal	0	8	28	24	24	6	90	\$ 18,264	\$ 548	\$ 6,930	\$ -	\$ -	\$ 12,430	\$ -	\$ 19,908	\$ 38,172
<b>Task Group 3: Preliminary Design Review</b>																
Task 3.1 Hydraulic Design Review	16	8		40	12		76	\$14,400	\$ 432	\$ -	\$ -	\$ -	\$ -	\$ -	\$432	\$ 14,832
Subtotal	0	16	8	0	40	12	76	\$ 14,400	\$ 432	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432	\$ 14,832
<b>Task Group 4: Plans, Specifications, and Engineer's Opinion of Probable Cost - Pipeline</b>																
Task 4.1 60% Design Submittal - Pipeline	8	4	8	40	40	100	200	\$36,880	\$ 1,106	\$ -	\$ 5,500	\$ -	\$ -	\$ -	\$6,606	\$ 43,486
Task 4.2 100% Design Submittal - Pipeline	8	4	8	40	80	80	220	\$40,200	\$ 1,206	\$ -	\$ 8,800	\$ -	\$ -	\$ -	\$10,006	\$ 50,206
Task 4.3 IFB Design Submittal - Pipeline	4	2	4	10	20	20	60	\$11,260	\$ 338	\$ -	\$ 2,200	\$ -	\$ -	\$ -	\$2,538	\$ 13,798
Task 4.4 Cost Estimating - Pipeline		2	20	32			54	\$9,986	\$ 300	\$ -	\$ 1,100	\$ -	\$ -	\$ -	\$1,400	\$ 11,386
Subtotal	20	10	22	110	172	200	534	\$ 98,326	\$ 2,950	\$ -	\$ 17,600	\$ -	\$ -	\$ -	\$ 20,550	\$ 118,876
<b>Task Group 5: Plans, Specifications, and Engineer's Opinion of Probable Cost - Booster Pump Station</b>																
Task 5.1 30% Design Submittal - Booster Pump Station	12	8	24	12	40	80	176	\$33,256	\$ 998	\$ -	\$ 2,475	\$ 10,648	\$ -	\$ -	\$14,121	\$ 47,377
Task 5.2 Cost Estimating - Booster Pump Station		4	6	16			26	\$4,836	\$ 145	\$ -	\$ 550	\$ 1,100	\$ -	\$ -	\$1,795	\$ 6,631
Subtotal	12	8	28	18	56	80	202	\$ 38,092	\$ 1,143	\$ -	\$ 3,025	\$ 11,748	\$ -	\$ -	\$ 15,916	\$ 54,008
<b>Task Group 6: Permitting Support</b>																
Task 6.1 Watercourse Permit	2	4	12	16	4	38		\$7,244	\$ 217	\$ -	\$ -	\$ -	\$ -	\$ -	\$217	\$ 7,461
Task 6.2 Encroachment Permit	2	4	8	16	4	34		\$6,412	\$ 192	\$ -	\$ -	\$ -	\$ -	\$ -	\$192	\$ 6,604
Task 6.3 SWPPP	4			4	2	10		\$1,972	\$ 59	\$ -	\$ -	\$ -	\$ -	\$ 11,000	\$11,059	\$ 13,031
Subtotal	0	8	8	20	36	10	82	\$ 15,628	\$ 469	\$ -	\$ -	\$ -	\$ -	\$ 11,000	\$ 11,469	\$ 27,097
<b>Task Group 7- Bid Phase Support</b>																
Task 7.1 Pipeline Project	4		12	12	4	32		\$6,152	\$ 185	\$ -	\$ -	\$ -	\$ -	\$ -	\$185	\$ 6,337
Subtotal	0	4	4	12	12	4	36	\$ 7,052	\$ 185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 185	\$ 6,337
<b>TOTAL BUDGET</b>	<b>74</b>	<b>108</b>	<b>128</b>	<b>206</b>	<b>356</b>	<b>312</b>	<b>1184</b>	<b>\$229,656</b>	<b>\$ 6,863</b>	<b>\$ 6,930</b>	<b>\$ 20,625</b>	<b>\$ 11,748</b>	<b>\$ 12,430</b>	<b>\$ 11,000</b>	<b>\$ 69,596</b>	<b>\$ 298,352</b>

## **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.

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

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

### *Minimum Scope of Insurance*

Coverage shall be at least as broad as:

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

### *Minimum Limits of Insurance*

CONSULTANT shall maintain limits no less than:

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

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

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

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

#### *Other Insurance Provisions*

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

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

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

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

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

#### *Acceptability of Insurers*

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

#### *Verification of Coverage*

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

#### *Waiver of Subrogation*

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC A/E Insurance Services 19689 7th Avenue NE, Ste 183, PMB #369 Poulsbo WA 98370	<b>CONTACT</b> NAME: Jim Ledbetter CA License #0H74270 PHONE (A/C, No, Ext): 360-626-2019 E-MAIL ADDRESS: jim.ledbetter@assuredpartners.com FAX (A/C, No): 360-626-2019														
License#: 6003745	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: National Casualty Company</td><td>11991</td></tr><tr><td>INSURER B: RLI INSURANCE COMPANY</td><td>13056</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Casualty Company	11991	INSURER B: RLI INSURANCE COMPANY	13056	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 136438065

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSB0009820	12/10/2022	12/10/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Deductible \$0
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PSB0009820	12/10/2022	12/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	PSE0004816	12/10/2022	12/10/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	PSW0005276	12/10/2022	12/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			JEO0001941	6/21/2023	6/21/2024	Per Claim Aggregate Deductible 2,000,000 3,000,000 25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured. Policies provide 30 days notice of cancellation to the additional insured

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number: PSB0009820  
Named Insured: Michael K Nunley and

PSB0009820

PSW0005276

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL – DESIGNATED PERSON OR ORGANIZATION**

### **Schedule**

Designated Person or Organization:

— United Water

Email Address:

US Mail Address:

— 1701 North Lombard Street, Suite 200  
Oxnard, CA 93030

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

**Job Description**

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 12/10/2022

Policy No. PSW0005276

Endorsement No.

Insured Michael K Nunley and

Insurance Company

RLI Insurance Company

Countersigned By \_\_\_\_\_

# National Casualty Company

**ENDORSEMENT  
NO. 6**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
JEO0001215	04/18/2023	Michael K Nunley and Associates Inc. DBA MKN	12549

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CANCELLATION CONDITION AMENDATORY ENDORSEMENT**

The following is added to the **CANCELLATION** Condition:

If we/**WE** cancel this policy for any reason other than nonpayment of premium, we/**WE** will give 30 days written notice to the following Certificate Holder:

All Certificate Holders on File



AUTHORIZED REPRESENTATIVE

HB 04/21/2023

DATE

**Staff Report**

**To:** Engineering and Operations Committee Members

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

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

**cc:** Brian Zahn, Chief Financial Officer

**Date:** June 26, 2023 (July 6, 2023, Committee Meeting)

**Agenda Item:** 3.2 Authorize Approval of Amendment No. 2 of Contract with Catalyst Environmental Solutions in Connection with the 60 Percent Design of the New Release Channel for the Santa Felicia Dam Safety Improvement Project (CIP 8002)  
**Board Motion**

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**Staff Recommendation:**

The Committee will consider recommending approval of the motion item to authorize the General Manager to execute Amendment No. 2 to an agreement with Catalyst Environmental Solutions and Stantec as a subcontractor (Catalyst/Stantec) in the amount of \$248,351.00 to develop the 60 percent design of the new release channel for the Santa Felicia Dam Safety Improvement Project to the full Board.

**Background:**

Replacement of the existing outlet works with a new outlet works on the east side of Santa Felicia Dam requires environmental mitigations, including the construction of a new release channel with specific design criteria. The new release channel will connect the downstream channel of the new outlet works to lower Piru Creek.

**Discussion:**

The 30 percent design of the new release channel was completed in January 2022. United submitted the design Technical Memorandum (TM) to FERC/NMFS on February 1, 2022, and included the design plans in the draft Biological Assessment (BA) report to initiate the Section 7 consultation of the Endangered Species Act with NMFS. Additionally, United submitted a copy of the TM to CDFW for review on April 19, 2022.

The new release channel design needs to be advanced to the next design level. Amendment No. 2 to Catalyst's contract dated May 18, 2021, will allow Catalyst/Stantec to continue with the development of the new release channel design and complete the 60 percent design phase. The 60 percent design phase is anticipated to start in July and be completed in December 2023.

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**Agenda Item: 3.2 Authorize Approval of Amendment No. 2 of Contract with Catalyst Environmental Solutions in Connection with the 60 Percent Design of the New Release Channel for the Santa Felicia Dam Safety Improvement Project (CIP 8002)**  
**Board Motion**

Staff recommends execution of Amendment No. 2 to Catalyst's contract. A copy of Amendment No. 2 detailing Catalyst/Stantec's complete proposal, including the scope of work and deliverables, proposed fee, and the project schedule, is included in Attachment A.

**Mission Goal:**

Meets Mission-Related Goal C, Regulatory and Environmental Compliance.

**Fiscal Impact:**

Sufficient funds to cover the proposed contract amount of \$248,351.00 are included in the Fiscal Year 2023/24 budget (Accounts No. 8002-815 and 8002-821).

**Attachment:**

Attachment A      Amendment No. 2 to the Professional Consulting Services with Catalyst Environmental Solutions Corporation, dated May 18, 2021, for the design of the new release channel for the Santa Felicia Dam Safety Improvement Project.

**AMENDMENT No. 2**  
**TO THE PROFESSIONAL CONSULTING SERVICES**

The Professional Consulting Services (hereinafter referred to as “Agreement”) for the purpose of providing professional engineering consultation services for the Santa Felicia Dam New Release Channel for the Santa Felicia Dam Safety Improvement Project, made effective May 18, 2021, by and between United Water Conservation District (hereinafter "United"), and Catalyst Environmental Solutions Corporation (hereinafter referred to a “Consultant”), is here by amended as follows:

**Scope of Work**

This amendment dated June 27, 2023 provides additional services consisting of development of the 60% design for the new outlet works release channel, providing general project management, and coordination with state and federal agencies (e.g., FERC, NMFS, USFWS, CDFW). The scope of work, schedule, and the proposed fee are included in the attached proposal dated June 23, 2023.

**Compensation**

The total contract amount is \$144,210 per Amendment No. 1 dated February 16, 2023. The total cost for the scope of work included in this amendment is \$248,351. The total amended contract amount is \$392,561. The conditions of the original Agreement, dated May 18, 2021, shall remain enforce except as amended herein.

United Water Conservation District

Catalyst Environmental Solutions

*Daniel Tormey*

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Mauricio E. Guardado, Jr.  
General Manager

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Daniel Tormey, Ph.D., PG  
President

**June 23, 2023**

Dr. Maryam Bral, PE  
United Water Conservation District  
1701 Lombard Street, Suite 200  
Oxnard, CA 93030

**Subject: Proposal for 60% Outlet Channel Design in Support of Santa Felicia Dam Safety Improvement Project Federal Process**

Dear Dr. Bral,

Catalyst Environmental Solutions (Catalyst) has prepared this proposal request to support United Water Conservation District with channel design for the new outlet works to be constructed as part of the Santa Felicia Dam Safety Improvement Project. Under this scope of work, Catalyst will provide general project management as well as coordination with state and federal agencies (e.g., NMFS, USFWS, CDFW), and will subcontract Stantec to complete a 60% design for the new outlet works channel for lower Piru Creek.

Catalyst requests a budget of \$248,351. This cost is subdivided into the following two tasks.

#### Task 1: Stantec 60% Channel Design

Stantec will attend project meetings, conduct geotechnical borings, coordinate with GEI regarding design and construction sequencing, and provide 60% design for the new outlet works release channel. The 60% design will include draft and final design plans, hydraulic modeling, construction cost estimates, Technical Specification Outline to efficiently develop specifications when the project moves forward, and design document memorandum. Stantec's scope of work and budget are provided as Attachment 1. Their total fees are \$228,351. Catalyst would provide Stantec's subcontracted services without markup.

#### Task 2: Catalyst Project Management and Coordination

Catalyst will coordinate with Stantec, United, GEI, FERC, CDFW, and NMFS regarding continued design of the new outlet works release channel. Catalyst requests \$20,000 to provide the required higher level of engineering design support based on our detailed project knowledge, and coordination between GEI, FERC, NMFS, and CDFW on channel design elements.

#### Closure

The proposed activities will be performed on a time and materials basis, not to exceed the above budget, at the direction of United in accordance with our standard terms and conditions and approved rates. The Catalyst fee schedule for this work is provided as Attachment 2.

Task 1 – 60% Channel Design	
Task 1.1: Stantec Project Management	\$11,310
Task 1.2: Geotech Investigations	\$62,360



Task 1.3: Coordination with GEI	\$6,861
Task 1.4: 60% Design Deliverables	\$147,820
<b>Task 2: Catalyst Project Management and Coordination</b>	\$20,000
TOTAL	\$248,351

We appreciate your consideration of this proposal and the opportunity to continue to support United on this important project. Please let us know if you have any questions and/or comments.

Sincerely,



Daniel Tormey, PhD, PG  
President

**Attachment 1**  
**Stantec Scope of Work and Budget**

**Attachment 2**



**Stantec Consulting Services Inc.**  
727 East Riverpark Lane, Suite 150  
Boise ID 83706-4089

June 22, 2023

Project/File: Catalyst/United Water Lower Piru Habitat Channel Design

**Lindsey Garner, Ph.D.**  
Senior Scientist  
Catalyst Environmental Solutions  
315 Montana Ave.  
Suite 111  
Santa Mónica, California 90403

Dear Lindsey Garner,

Stantec is providing this scope of work and budget for preparing 60% design plans for the new lower Piru Creek Habitat Channel as requested. This proposal

### Project Understanding and Status

Santa Felicia Dam is a 213-foot-high earth embankment dam that impounds Lake Piru Reservoir in Ventura County, California. The dam and reservoir are owned and operated by United Water Conservation District (UWCD) and are under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and California Department of Water Resources Division of Safety of Dams (DSOD). The Santa Felicia Project is FERC Project No. 2153-CA and Santa Felicia Dam is DSOD Dam No. 1005.

The primary function of Santa Felicia Dam and Lake Piru Reservoir is to provide supplemental supply of water to agricultural, municipal, and industrial beneficial uses within the UWCD service boundary. Storing waters of Piru Creek and subsequently releasing them to percolate into the downstream basins and aquifers, or direct deliveries of surface flows, accomplishes this function. This is primarily achieved by making "conservation releases" from Lake Piru Reservoir.

The Santa Felicia Dam is a zoned earth fill embankment dam with the existing outlet works system located on the right (west) side of the embankment. The existing outlet works system needs to be replaced because of concerns regarding seismic stability of the intake tower and conduit through the dam and to mitigate ongoing accumulation of sediment in the reservoir that will impact operation of the outlet works in the future.

A new outlet works system is planned and will be constructed on the left (east) abutment of the dam to replace the existing system. Moving the outlet works system from the right to the left abutment of the dam will result in abandonment of the existing outlet channel. A new outlet channel must be designed to connect the new outlet works to Lower Piru Creek. The new outlet facility will discharge to a rip-rap lined channel section that will transition to the new release channel and will re-join the existing Lower Piru Creek channel near UWCD's southern property boundary line. Conceptual channel design alternatives were developed that resulted in a 30% channel design that was submitted to FERC for review and approval. Stantec has already addressed FERC comments and the revised plan set was submitted in April 2023. However, our team has not received nor reviewed comments from National Marine Fisheries Service (NMFS) on the 30% design. NMFS has been engaged with the project and it is our understanding is that NMFS will not be

Reference: Lower Piru Habitat Channel 60% Design

providing comments or input regarding the project until the 90-99% submittal. This letter documents our approach and scope of work for 60% design of the new habitat channel.

## Scope of Work for the 60% Design

The scope of work is organized by task to clearly distinguish each step of the 60% design process. The following tasks provide detailed information regarding the scope, deliverables, and assumptions.

1. Project Management
2. Geotechnical Investigations
3. Coordination with GEI regarding Outlet Works
4. 60% Design

### 1 Project Management, Invoicing and Meeting Attendance

Timely and consistent project management, scheduling, and coordination are critical parts of this project. Generally, the efforts will include project management, coordination with Catalyst, United Water and internally with Stantec staff, invoicing, and scheduling. Invoicing will be completed monthly and will include an updated project schedule. Stantec has assigned Chris Donley as the project manager to a project to be responsible for completing the Project on time and on budget. He will update the schedule quarterly, and facilitate communications, and coordinate with staff to complete the project.

Monthly coordination meetings will be virtual with an agenda and follow up summary provided to formalize any decisions moving forward. The meetings will be attended by the Stantec Project Manager and include up to two additional Stantec staff as appropriate for the tasks to be discussed. Prior to meetings, an agenda will be developed by Catalyst and Stantec to assist with facilitating each meeting. Summary notes will be distributed to the team following the meeting to document decisions, ideas, and action items.

A kickoff meeting will be conducted to initiate the 60% project design. This meeting will be virtual with all responsible parties from Stantec, Catalyst and United (potential GEI). Catalyst will be responsible for preparing the PowerPoint presentation materials to the committee summarizing the current project 30% designs, next steps and data needs moving forward. No new materials, figures, etc. will be prepared by Stantec for this presentation as only available materials/figures from previously submitted deliverables will be used in the presentation. This meeting will define roles and responsibilities as well as discuss the overall project schedule, addressing 30% design comments, NFMS' role and review schedule moving forward and potential impacts regarding the desired outcomes.

#### Deliverables:

- Monthly Invoicing(6)
- Monthly Meetings regarding Project Updates (5)
- Meeting Agendas and Summaries (6)
- Kickoff Meeting Reviewing the 30% Design (1)

Reference: Lower Piru Habitat Channel 60% Design

Assumptions:

- The 60% design will run from July to December (6 months). Starting any later than August 1<sup>st</sup>, will cause a delay in the 60% design deliverables. Should the project schedule lengthen beyond the end of the year, additional budget (for each task) will be needed.
- Any schedule updates regarding design and proposed construction/phasing are needed since we have not involved in these discussions recently.

## 2 Geotech Investigations and Reporting

Stantec will coordinate with Catalyst and United Water to gather and review any existing soils information available within the project area prior to exploratory efforts as this information may facilitate relocating borings. We need existing information as soon as possible and no later than mid-August to prevent scheduling delays. We have also included a geotechnical sub-contractor to collect additional soil borings in key construction alignment locations to inform the channel design and ensure that the proposed design is constructible and sustainable after completion. The amount shown for this task is provided by Earth Systems consultants and based upon the scope described below. Ideally this step would occur prior to beginning the 60% plan set progression; however, due to the completion schedule this may have to be performed concurrently with the 60% design process. If the data is collected later than mid-September, geotechnical information will be used and incorporated during the next design stage (60% to 90% design) as it will be too late in the 60% design process for inclusion. Information collected as part of this task will also aid in determining if there is a potential to use earth materials excavated during construction as suitable channel bed and bank lining substrates (soils, fines, cobbles, gravel bars, etc.). Geotechnical boring information and reports will be included in the Design Documentation Report (Task 4.4) as an appendix.

### Geotechnical Sub-Consultant Scope of Work:

- A. The sub-consultant will prepare for field exploration by a reconnaissance visit of the site to mark points of exploration and notify Underground Service Alert of our intent to dig. The Contractor will not be held responsible for damage to any utilities that were not marked or that were not brought to our attention prior to beginning our field activities. United Water will supply permission and access to enter the project site. Once utility clearance is obtained, the subconsultant will explore the subsurface conditions and materials by drilling twenty to twenty-five borings. The maximum planned depth of exploration is about 15 feet with the exception of a single boring to 50 feet. A member of the subconsultant staff will supervise the field study and log the test holes documenting soil horizons, soil types and groundwater depth, if encountered. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to our laboratory for testing. It is currently anticipated that cuttings from the borings may be used to backfill the holes, and any remaining cuttings can be left and/or spread on-site.
- B. Laboratory testing will be performed on boring soil samples to characterize and evaluate subsurface site characteristics. Tests will include but may not be limited to measurement of in-place moisture and density; determination of maximum density and optimum moisture of the soils anticipated to be involved in site grading; direct shear testing of remolded samples, and particle size distribution and plasticity index testing of key soil types with the future channel footprint.

Reference: Lower Piru Habitat Channel 60% Design

- C. Once field and laboratory tests are complete the data will be organized and analyzed by a member of the sub-consultant's professional staff to develop conclusions and recommendations relevant to site development as they understand it.
- D. A Geotechnical Engineering Report will be prepared by the subconsultant based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during the studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions. Recommendations will include criteria for grading; seismic design parameters; gradation results for scour analysis and estimated total and differential settlements.
- E. It should be noted that the geotechnical scope of services and effort will not include any infiltration testing, environmental assessment, or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater, or air, on, below, or around the subject site.

Deliverables:

- One final geotechnical boring logs and report (provided by a sub-consultant).

Assumptions:

- United Water will ensure that we have all existing and newly acquired geotechnical investigation information (boring logs, soil gradations, geotechnical reports).
- This task includes time to review existing geotechnical data.
- United Water will ensure that the area needed for the proposed borings will be cleared/grubbed providing heavy equipment access and limiting fire danger. The geotechnical sub-contractor will not be clearing vegetation.
- While no sensitive species are mapped in the location of the new habitat channel alignment, United Water will ensure all necessary permits will be obtained prior to exploratory boring operations.
- Other assumptions such as access and additional services are defined in the sub-consultant scope of work above.

### 3 Coordination with GEI

As previously discussed in the general assumptions above, coordination with GEI consultants is critical to both the new outlet works and syncing with the design of the habitat channel. As these designs progress Stantec and GEI will be communicating updates, changes, and construction sequencing. This will ensure that these two design features not only align, but also don't impede on each other during construction. Potential impacts during construction of the outlet works need to be communicated to ensure that temporary pilot channels needed for high flow release testing don't cause future design issues that may be detrimental to the channel function. Stantec anticipates five monthly progress meetings and regular email communication with GEI, United Water and Catalyst during the 60% design progression.

Deliverables:

- Monthly Progress and Status Update Meetings with GEI (5)
- Monthly Meeting Agendas and Summaries (5)

Reference: Lower Piru Habitat Channel 60% Design

Assumptions:

- We need the latest GEI outlet works designs to review and ensure the two designs align to begin the 60% design.
- Should the project schedule lengthen beyond the end of the year, additional communication will be needed coordinating with GEI.

## 4 60% Design

The 60% design task is organized into five sub-tasks for the plans, modeling, cost estimate, specifications, and design report. These sub-tasks are detailed below and include all efforts for completing the design progression.

### 4.1. 60% Design Plans (Draft and Final)

The 60% design will be developed to represent a 60% design level. This includes refining the details of the wood habitat structure features shown on the 30% Design Plans. The 60% plans will highlight details of key features including: a note sheet, survey control, revegetation, irrigation, construction phasing/dewatering, refined grading and details for pools, riffles, runs, large wood habitat structures and BMPs. The 60% Plans will include grading, profiles, sections, and earthwork quantities refined from the 30% design step. The draft 60% design will be provided to United Water for one round of review. Stantec will then address comments and submit the final 60% design.

Deliverables:

- Draft 60% Plans
- Final 60% Plans

Assumptions:

- The updated plan set will include additional plan sheets to those provide at 30% incorporating new design details for large wood habitat structures, riffles, and pools as well as general construction details. The total number of sheets for the 60% design plan set will be no more than 45 sheets, and the current 30% plan set will be updated to reflect the 60% design level.
- The current outlet works alignment/design and fish capture facility locations are locked into place and will not affect the new Piru Creek channel alignment.
- We have already addressed FERC comments on the submitted 30% design plan and NFMS will not be providing comments or recommendation until the 90-99% design submittal. With this understanding, we assume that there will not be an alignment change or additional substantial channel changes that would require a re-design differing from the 30% submittal.
- A change order will be needed should significant design changes occur with regards to addressing additional 30% comments, revised outlet works designs, alignment changes or other unknowns at this time.

### 4.2. 60% Hydraulic Modeling

To support the 60% design, this task also includes updating the 2D-hydraulic modeling to inform refinements to the channel design. The model will aid in preliminary large woody material (LWM) structure



Reference: Lower Piru Habitat Channel 60% Design

design and wood stability against hydraulic forces calculations, as well as aid in determining the riffle material sizing and grade control rock structure sizing (should they be needed).

**Deliverables:**

- Updated Hydraulic 2D-Model.

**Assumptions:**

- This scope and itemized budget does not include further details for a gravel augmentation plan (previously prepared under the HIP for the existing channel), although advanced modeling / design efforts outlined in this proposal will provide information needed to support development of a gravel augmentation plan for the new channel. Additional discussion regarding gravel augmentation is needed prior to scoping a gravel augmentation plan/effort.

#### **4.3. 60% Construction Cost Estimate**

Stantec will prepare a new construction cost estimate to reflect the 60% design stage. An estimate will be developed to break out project elements into line items, quantities, and the cost of the Project. The 60% Construction Cost Estimate will include a 25% contingency to account for any unknowns, changes to the project, and escalating prices associated with construction at this time. The estimates will be developed for the draft and final 60% design plans.

**Deliverables:**

- Draft Construction Cost Estimate and Quantity Take-off
- Final Construction Cost Estimate and Quantity Take-off

**Assumptions:**

- Contingency will be slightly higher than typical 60% design estimates based on the project location, access, and log procurement including delivery.

#### **4.4. 60% Specification Outline**

Stantec will prepare an outline for specification development to inform future stages of design. Stantec typically provides full technical specifications at a 90% design when the design is not expected to change as specifications are not normally required for permitting or planning purposes. To prepare for the next stage of design, Stantec will prepare a Technical Specification Outline which can be used to efficiently develop specifications when the project moves forward. The outline will include all project elements in the 60% Design Plans along with associated specification number based on CSI master format numbering.

**Deliverables:**

- Draft Design Technical Specification Outline
- Final Design Technical Specification Outline

**Assumptions:**

- The technical specification outline will follow CSI master formatting nomenclature.

Reference: Lower Piru Habitat Channel 60% Design

#### 4.5. 60% Design Documentation Memorandum

The 60% Design Documentation Memorandum will build upon the 30% Design documentation technical memorandum previously submitted and will include information regarding the progression of the current design. The memo will including hydraulic modeling updates, construction sequencing discussion, geotechnical findings, and wood structure calculations (buoyance, overturning, etc.) following the Bureau of Reclamation standards. Actual wood structure calculations and Geotechnical reports will be provided as appendices. The draft 60% design memo will be provided to United Water for one round of review. Stantec will then address comments and submit the final 60% design memo completing this task.

##### Deliverables:

- Draft Design Memorandum
- Final Design Memorandum
- Large Wood Structure Risk Calculations

##### Assumptions:

- The engineering construction costs will be provided as an appendix, but detailed discussion regarding the costs will not be included in the memorandum.

#### SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:

1. Sub-surface utility detection or potholing services.
2. Environmental services including but not limited to biological studies, noise, archeological, etc. Stantec is happy to provide an additional scope of work for this work if needed.
3. Permit preparation and/or processing. Stantec is happy to provide an additional scope of work for this work if needed.
4. Services not listed herein.

#### Proposed Fee

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services will be approximately as follows:

Table 1 Piru Lower Habitat Channel 60% Design	
Task	Estimated Costs
1 – Project Management	\$11,310
2 – Geotech Investigations	\$62,360
3 – Coordination with GEI	\$6,861
4 – 60% Design Deliverables	-
4.1 – 60% Design Plans (Draft and Final)	\$61,623
4.2 – 60% Hydraulic Model Updates	\$30,552

Reference: Lower Piru Habitat Channel 60% Design

4.2 – 60% Construction Cost Estimate	\$8,242
4.3 – 60% Specification Outline	\$4,492
4.4 - 60% Design Documentation Report	\$42,902
Total Estimated Costs	\$228,351

A detailed itemized budget is provided as an attachment to this letter for your review and our charges will not exceed the above fee estimate without your prior authorization. Stantec reserves the right to reallocate budget between the tasks, if necessary, provided the overall total is not exceeded.

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. During the performance of our services, the need for additional or expanded services may be determined. We will make every reasonable effort to keep you informed of our progress and costs incurred.

### Authorization to Proceed

Should you require additional information or wish to discuss this work authorization further, please give me a call at 208-388-4331. If this work authorization is satisfactory, please provide us written authorization to proceed in the form of a task order.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**



**Chris Donley**  
Phone: (208) 338-4331  
[chris.donley@stantec.com](mailto:chris.donley@stantec.com)



**Stephen Peck** PE, PMP, CPSWQ, QSD/P  
Principal, Business Center Practice Lead  
Phone: (775) 339-3321  
Mobile: (775) 781-1508  
[stephen.peck@stantec.com](mailto:stephen.peck@stantec.com)

[stantec.com](http://stantec.com)

Attachment: Itemized Cost Breakdown  
Earth System's Proposal



FEE ESTIMATE - Lower Piru Creek Habitat Channel 60% Design

Name	Project Summary													Total
	Technical Director	Project Geomorphologist	Senior Project Engineer / Project Manager	Project Engineer	Project Engineer	Staff Engineer	Hydraulic Modeler	Senior Staff Engineer	Hydraulic Modeler	Project Assistant	Production Assistant	Technical Editor	Geotechnical Exploration	
Peck, Stephen	Katzel, Mitchell	Donley, Chris	Danis, Nick	Buckman, Shaun	Brock, Meghan	Zinsli, Jacob	Devencenzi, Stephen	Archer, Claire	Antal, Anastasia	Eschen, Iris	Kochhar Roberts, Mallini			
\$259.00	\$250.00	\$220.00	\$187.00	\$187.00	\$155.00	\$172.00	\$161.00	\$178.00	\$131.00	\$178.00	\$161.00	\$50,820.00		
\$3,626.00	\$22,500.00	\$38,500.00	\$11,220.00	\$33,847.00	\$26,040.00	\$22,360.00	\$12,880.00	\$4,272.00	\$786.00	\$534.00	\$966.00	\$50,820.00		
Total														\$228,351.00

[illegible]



June 20, 2023  
(Revised June 21, 2023)

Proposal No.: VEN-23-06-008

Mr. Chris Donley, PE  
727 East Riverpark Lane Suite 150  
Boise ID 83706-4089

Project: SANTA FELICIA DAM PILOT CHANNEL  
PIRU CANYON ROAD  
VENTURA COUNTY, CALIFORNIA

Earth Systems Pacific (Earth Systems) is pleased to present the following as a proposal/work order to provide Geotechnical Engineering services for the proposed Santa Felicia Dam Pilot Channel project located off Piru Canyon Road in Ventura County, California. We understand a new pilot channel will be constructed for the new outlet structure. The new channel is planned to be approximately 1,300 feet long starting at the new outlet and ending at the property boundary in Piru Creek. Cuts and fills will be used to create the channel with maximum planned heights of 10 feet.

Earth Systems intends to provide geotechnical information that would be used by the design team in the design of the new pilot channel. The scope of services for the Geotechnical Engineering Report would generally include the following:

- A. The sub-consultant will prepare for field exploration by a reconnaissance visit of the site to mark points of exploration and notify Underground Service Alert of our intent to dig. The Contractor will not be held responsible for damage to any utilities that were not marked or that were not brought to our attention prior to beginning our field activities. The Client will supply permission and access to enter the project site. Once utility clearance is obtained, the subconsultant will explore the subsurface conditions and materials by drilling 20 to 25 borings. The maximum planned depth of exploration is about 15 feet, with the exception of a single boring that will be drilled to 50 feet. A member of the subconsultant staff will supervise the field study, and log the test holes documenting soil horizons, soil types, and groundwater depth, if encountered. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to our laboratory for testing. It is currently anticipated that cuttings from the borings may be used to backfill the holes, and any remaining cuttings can be left and/or spread on-site.
- B. Laboratory testing will be performed on boring soil samples to characterize and evaluate subsurface site characteristics. Tests will include but may not be limited to measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be involved in site grading; direct shear testing of remolded samples, and particle size distribution and plasticity index testing of key soil types within the future channel footprint, and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations.



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(Revised June 21, 2023)

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Proposal No.: VEN-23-06-008

- C. Once field and laboratory tests are complete the data will be organized and analyzed by a member of the sub-consultant's professional staff to develop conclusions and recommendations relevant to site development as they understand it.
- D. A Geotechnical Engineering Report will be prepared by the subconsultant based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during the studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions. Recommendations will include criteria for grading; seismic design parameters; gradation results for scour analysis and estimated total and differential settlements.
- E. It should be noted that the geotechnical scope of services and effort will not include any infiltration testing, environmental assessment, or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater, or air, on, below, or around the subject site.

#### Deliverables

One final Geotechnical Engineering Report will be submitted.

#### Assumptions

The following assumptions were made for preparation of the scope of services and estimated cost:

- United Water will ensure that we have all existing and newly acquired geotechnical investigation information (boring logs, soil gradations, geotechnical reports).
- This task includes time to review existing geotechnical data.
- United Water will ensure that the area needed for the proposed borings will be cleared/grubbed providing heavy equipment access and limiting fire danger. Earth Systems and/or its subcontracted drilling firm will not be clearing vegetation.
- While no sensitive species are mapped in the location of the new habitat channel alignment, United Water will ensure all necessary permits will be obtained prior to exploratory boring operations.
- Other assumptions such as access and additional services are defined in the scope of work above.

#### Schedule and Estimated Cost

We feel confident that we can provide the services proposed above in an expeditious manner. Upon acceptance of this proposal, fieldwork should begin in about three weeks (weather and subcontractor availability permitting), and the report should be ready for distribution approximately six to eight weeks after completion of field work.





June 20, 2023  
(Revised June 21, 2023)

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Proposal No.: VEN-23-06-008

Based on the above, we propose to provide the Geotechnical Engineering Report on a fixed fee basis. The proposed fee is \$48,400.00. We intend to issue a 50% progress invoice upon initiation of fieldwork. The remainder of the total amount will be due and payable upon receipt of the report.

Additional services, such as plan reviews or construction testing and inspection services, are not included within the scope or fees proposed herein. Such services would be provided on a Time and Materials basis, as calculated from the Fee Schedule in effect when the services are provided.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves an increase to the Prevailing Wage rate during the work period, Client agrees to allow Consultant to increase hourly rates in a similar manner.

This proposal may be considered valid for a period of 90 days, at which time if it is not fully executed we reserve the right to modify our proposal in both scope and fee.

#### **BASIS FOR CHARGES AND TERMS FOR SERVICES**

Terms for services will be in accordance with the Master Service Agreement between Earth Systems Pacific and Stantec.

Upon acceptance of this proposal, please sign, date, and return a signed copy via email to [tmazzei@earthsystems.com](mailto:tmazzei@earthsystems.com).

#### **EARTH SYSTEMS PACIFIC**

Anthony P. Mazzei, G.E.  
Senior Vice President/Managing Principal

AGREED TO AND ACCEPTED

\_\_\_\_\_  
Client Signature and Title

\_\_\_\_\_  
Client Name (in print)

\_\_\_\_\_  
Date





June 20, 2023  
(Revised June 21, 2023)

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Proposal No.: VEN-23-06-008

**Prevailing Wage and Accounts Payable Information Request**

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	<b>Earth Systems Pacific</b>
PWC Registration No.	<b>1000003643</b>
Earth Systems Project No.	

**PUBLIC WORKS PROJECT REGISTRATION INFORMATION:**

<b>CLIENT'S PROJECT NAME</b>	
<b>DIR PROJECT ID (PWC-100)</b>	
<b>APPLICABLE BID ADVERTISEMENT DATE</b>	
<b>CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION</b>	Name: E-mail: Phone No.:
<b>LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?</b>	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

**CLIENT'S BILLING REQUIREMENTS:**

<b>PURCHASE ORDER NO.</b> (if applicable)	
<b>ADDITIONAL INFORMATION REQUIRED ON INVOICES</b>	
<b>SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES</b> (please attach example)	
<b>ACCOUNTS PAYABLE CONTACT INFORMATION</b>	Name: E-mail: Phone No.:
<b>INVOICE DELIVERY METHOD</b>	E-mail:  Mailing Address:
<b>Date</b>	

**Catalyst Fee Schedule**



## CATALYST ENVIRONMENTAL SOLUTIONS

### SCHEDULE OF FEES for UNITED WATER CONSERVATION DISTRICT Effective July 2022

Category	Rate (\$/hr.)
Field Technician	\$84
Project Coordinator	\$90
GIS, CADD, or Drafting Consultant	\$130
Assistant Staff Consultant	\$99
Staff Consultant	\$120
Senior Staff Consultant	\$135
Project Consultant	\$165
Senior Project Consultant	\$185
Senior Consultant	\$198
Principal	\$235
Senior Principal	\$265

Consultant and Principal positions include professional Scientist, Ecologist, Economist, Engineer, Hydrogeologist, Geologist, Planner, and other technical and non-technical staff positions. Consultant hours spent providing expert witness, deposition, or preparation for deposition will be charged at 1½ times regular billing rate.

### Expenses

Use of a personal vehicle will be at the current IRS allowable rate. Subconsultant fees will be charged at cost plus ten percent (10%). Materials, supplies, travel, and any other direct costs related to an assignment will be charged at cost.

### Payment

Catalyst invoices will be submitted monthly. Payment is due on or before the thirtieth (30th) day following the date of the invoice. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1%) per month.

### Conditions

Catalyst specifies that our services are performed, within the limits prescribed by our clients, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports. This document is proprietary to Catalyst Environmental Solutions Corporation. No right is granted to the recipient to use, disclose or reproduce any information presented herein.

**Staff Report**

**To:** Engineering and Operations Committee Members

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

**From:** Maryam Bral, Chief Engineer  
Marissa Caringella, Environmental Services Manager  
Randall McInvale, Principal Environmental Scientist

**Date:** June 27, 2023 (July 6, 2023 meeting)

**Agenda Item:** **3.3 Freeman Diversion Environmental Impact Report – Amendment to Professional Consulting Services Agreement with Ascent Environmental - \$451,608**  
**Motion**

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**Staff Recommendation:**

The Committee will consider recommending approval of the motion to authorize the General Manager to execute an amendment to the professional consulting services (PCS) agreement with Ascent Environmental, Inc. (Ascent) in the amount of \$451,608 to provide needed support for updates to the Environmental Impact Report (EIR) for the Freeman Diversion pursuant to the requirements of California Environmental Quality Act (CEQA) and in accordance with the court ordered deadline of September 22, 2023, to the full Board.

**Background:**

United entered into the PCS agreement with Ascent Environmental on May 15, 2013, for the completion of environmental consulting services related to the development of an EIR associated with the Freeman Diversion Multiple Species Habitat Conservation Plan (MSHCP) to support decision-making by United's Board of Directors and to support acquisition of permits from applicable regulatory agencies. Since that time, the PCS agreement was amended to account for additional efforts and revisions to the draft EIR.

This proposed second amendment will provide for continuity of services and allow for Ascent Environmental to provide additional services necessary to update the Freeman Diversion draft EIR. Specifically, the amendment will cover updates to CEQA scoping, EIR chapters, internal team and regulatory agency meetings, publications services, and document production through the release of the public draft EIR.

**Discussion:**

Following submittal of the administrative draft EIR along with the fourth draft MSHCP in June 2020, United has continued to develop the fish passage facility alternatives through physical modeling and associated design updates. In accordance with the December 2018 permanent

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injunction and October 2021 stipulation, the EIR, MSHCP, and regulatory applications must be submitted by September 22, 2023, which is pending an update from the court in July 2023. Ascent has been an integral member of the overall MSHCP team, providing key support to United in the development of the current administrative draft EIR since 2013. Ascent's team includes experts in the development of high-quality CEQA documents and combined with their experience with the operation of the Freeman Diversion, the fish passage alternative design concepts, and the dynamic environmental processes associated with the Santa Clara River their team is an invaluable part of the overall MSHCP process. The proposed amendment would increase the contract by \$451,608 and result in a total revised not-to-exceed amount of \$1,038,521.

A copy of the Amendment to the PCS agreement detailing Ascent's complete proposal, including the scope of work, deliverables, and proposed fee is included in Attachment A.

**Fiscal Impact:**

Funding for the services to be conducted under the proposed amendment is included in the Fiscal Year (FY) 2023-24 Capital Improvement Project Budget under 421-400-81080; 8001-825. Sufficient funds in the amount of \$451,608 are available to carry the work through FY 2023-24.

**Attachment:**

Attachment A – Second Amendment Agreement for Professional Consulting Services

**SECOND AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This Amendment to the Agreement for Professional Consulting Services is entered into as of \_\_\_\_\_, 2023, by and between **United Water Conservation District** (UNITED), a public entity, and **Ascent Environmental, Inc.**, (CONSULTANT) with reference to the following terms and conditions:

WITNESSETH

WHEREAS, on May 15, 2013, UNITED and CONSULTANT entered into a Professional Consulting Services AGREEMENT for the purpose of undertaking United's compliance process with the California Environmental Quality Act for its Freeman Diversion Multiple Species Habitat Conservation Plan, including preparing an environmental impact report, and entered into a FIRST AMENDMENT on January 15, 2019; and;

WHEREAS, UNITED and CONSULTANT have discussed and agreed to amend certain terms and conditions of the AGREEMENT, the FIRST AMENDMENT involving scope of work, and compensation as specified in this SECOND AMENDMENT.

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

1. The not-to-exceed total charge described in the AGREEMENT and all prior AMENDMENTS is hereby increased by \$451,608. This amendment results in a total revised not-to-exceed amount of: \$1,038,521 as total payment inclusive of all services.
2. The Scope of Work and Fee Schedule included as Exhibit A of the AGREEMENT is hereby amended to include the Scope of Work included as Attachment A of this SECOND AMENDMENT.
3. The term of the AGREEMENT and all prior AMENDMENTS will expire on June 30, 2024.
4. Each and all other provisions of said AGREEMENT and FIRST AMENDMENT remain in full force and effect and apply to all services and payments made under this SECOND AMENDMENT.

UNITED WATER CONSERVATION DISTRICT

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

Ascent Environmental, Inc.

By \_\_\_\_\_  
Sydney Coatsworth, Principal

**ATTACHMENT "A"**  
**SECOND AMENDMENT TO**  
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

**Revised Scope of Work and Fee Schedule**



# Revised Project Understanding, Approach, and Methodology

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## Project Background and Understanding

United Water Conservation District's (United's) Multispecies Habitat Conservation Plan (MSHCP) would provide a mechanism to ensure United can continue its water management activities while implementing conservation and protection measures to minimize the effects of these activities on covered species in the Santa Clara River watershed. United operates facilities located in Piru, Saticoy, and El Rio, and has infrastructure located throughout the Oxnard Plain.

The facilities and covered activities included in the MSHCP are a subset of United's overall facilities and current and future activities. Specifically, the covered activities in the MSHCP encompass current and future operation and maintenance at the Freeman Diversion and its appurtenant facilities (including its headworks, fish passage, Freeman Canal, and desilting basin operations) and the Saticoy, Noble, Rose, and Ferro spreading grounds. The project area includes the areas affected by the operation and maintenance of these existing facilities. United's operations at all of its other facilities, including the Santa Felicia Project and Piru Diversion on Piru Creek, are not included as covered activities in the MSHCP. Future activities to be covered by the MSHCP include modified water diversion at Freeman Diversion facilitated by amended water rights. In addition, implementation of specified conservation measures and monitoring are also covered activities under the MSHCP. This includes construction and operation of a new fish passage structure, modified water diversion operations, habitat restoration and enhancement, and potential adaptive management measures.

United is seeking authorization from the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) for incidental take pursuant to Section 10 of the federal Endangered Species Act (ESA) and from the California Department of Fish and Wildlife (CDFW) pursuant to Section 2081 of the Fish and Game Code, or California ESA (CESA). Supported by the mitigation value provided by the conservation measures in the MSHCP, USFWS, NMFS, and CDFW (collectively, the Resource Agencies) would be asked to issue Incidental Take Permits (ITPs) authorizing covered activities. Upon approval, United would receive coverage under the ITP for "take" of specified species incidental to otherwise legal activities.

United has engaged in substantial effort over many years to study and identify covered species and activities, define the desired term of the permit, and evaluate alternative fish passage facilities. The result is an MSHCP that includes only those species (i.e., listed species and those with a higher likelihood of listing within the permit term) and activities (i.e., existing operation and maintenance, conservation measures, monitoring, and limited potential future projects) that United believes can be addressed successfully while maintaining United's operations.

In June of 2020 a Draft MSHCP and administrative draft environmental impact report (ADEIR) analyzing this version of the MSHCP was provided to United. The June 2020 version of the MSHCP covers 7 species including 4 that are listed as threatened or endangered under the federal ESA, the California ESA, or both. Since completion of the June 2020 versions of the Draft MSHCP and ADEIR further extensive analysis and modelling has been conducted and agency coordination has continued. An updated MSHCP is in preparation, and in response to a request from United, Ascent is submitting this scope of work and cost estimate to update the previous prepared ADEIR and complete the CEQA process.

## Approach

The history of the project—the regulatory framework, legal actions and reactions, relationships with and involvement of agencies and stakeholders—is long and complex. While an understanding of that history and complexity is important and informs the current process and approach, it is equally important to stay focused on the task at hand. The Ascent approach to preparing the MSHCP EIS and completing the CEQA process is essentially this:

- ▶ Use existing studies and information prepared by United and its team of consultants to the maximum degree possible;
- ▶ Use existing material from the June 2020 ADEIR to the maximum extent possible;

- ▶ Work with United's staff as a seamless team;
- ▶ Work closely with the MSHCP preparation team to ensure the EIR uses timely and accurate MSHCP information and that the MSHCP includes sufficient information to support the EIS analysis;
- ▶ Coordinate with the consultant team preparing the National Environmental Policy Act (NEPA) Environmental Impact Statement (EIS) for USFWS and NMFS to maximize the opportunity for EIR information to support preparation of the EIS;
- ▶ Meet court mandated due dates and interim delivery milestones to reach those due dates; and
- ▶ Through this process, produce a high-quality EIR to support decision-making by United's Board of Directors and to support acquisition of permits from responsible and federal agencies.

The Scope of Services below is for an EIR that will be adequate to support approval and implementation by United and other state and local agencies of the MSHCP and the specific actions within their respective authorities related to the MSHCP. It is understood that the Scope of Services does not include securing of permits and that state and local agencies may require as part of their permit packages additional information, research, and analyses that are beyond the scope of the EIR. In addition, although opportunities for a state Responsible Agency to not use another lead agency's EIR are limited (see CEQA Guidelines Section 15096), Ascent cannot guarantee that all Responsible Agencies (particularly those that have expressed significant concerns with the MSHCP) will use the EIR to support their discretionary actions related to the project.

The methodology and work program defined below addresses the preparation of an EIR to evaluate the environmental effects of implementation of the proposed MSHCP. The lead agency for the EIR is United, but to the degree possible, with the available resources and data, the EIR will be crafted to satisfy the information needs of USFWS, NMFS, and other state and local permitting agencies. Specific goals of the EIR are to provide CEQA compliance in support of the following actions associated with the MSHCP:

- ▶ District approval and adoption of the MSHCP and any implementing activities or agreement
- ▶ Provide supporting information for completion of any EIS necessary for USACE approval of section 404 permit and USFWS and NMFS approval of the MSHCP and take authorization under Section 10 of the ESA
- ▶ CDFW approval of the MSHCP and take authorization under Section 2081 of the Fish and Game Code
- ▶ State and local agency approval of project-specific permit applications required for implementation of the new fish passage facility and operation and maintenance activities covered in the MSHCP (e.g., Clean Water Act Sections 401; California Fish and Game Code Section 1602, Streambed Alteration Agreement; Ventura County approvals)

The EIR will analyze a full range of resource topics as identified below. The approach and level of detail will correspond to that used in the 2020 ADEIR unless identified otherwise below. One exception is the evaluation of alternatives. At the request of United, this scope of work and cost estimate provides for a full analysis of two alternatives, a vertical slot fish passage facility and a hardened ramp fish passage facility. Both fish passage facility options will be evaluated at an equal level of detail. At some point during preparation of the EIR, one of these options would be selected as the Proposed Project and the Draft EIR will be completed reflecting this decision. The analysis of the other fish passage facility option will be included in the alternatives analysis. This will provide an alternatives analysis with one alternative evaluated at an equal level of detail as the Proposed Project, and a more traditional comparison to the Proposed Project for the No Action Alternative and one additional alternative.

This scope of addresses EIR preparation through completion of the Draft EIR. A separate scope of work and cost estimate will be prepared for the Final EIR and related tasks through EIR certification.

## Proposed Methodology/Scope of Services

### Task 1 Project Initiation, Kickoff Meeting, and Materials Review

## **Project Initiation**

Ascent staff (principal-in-charge, project manager, and assistant project manager) will attend a project kick-off meeting to discuss various topics such as points of contact between various team members, communication protocols among team members, progress reporting, schedule milestones, and upcoming available data and timing. Ideally, members of the MSHCP preparation team will also be present. United will provide all the most current available data and reference materials pertaining to the MSHCP to Ascent, including any updated base maps, GIS data, technical studies, and other documents that may be of use in the process. This has been budgeted as a face-to-face meeting with Ascent staff traveling to United's offices.

## **Review of Most Current MSHCP and Supporting Documentation**

Ascent will review supporting documentation developed to date and anticipated future data and documentation and identify if any critical data gaps are present. Upon completion of this review, Ascent will inform United if any new or supplemental data collection is required to prepare a legally defensible EIR. Ascent will prepare a sufficiency memo and submit to United requesting supplemental technical information. It is assumed for this Work Program that United, or others at the direction of United, will be able to obtain all necessary supplemental information.

## **Task 2      Suggested New Notice of Preparation and Scoping**

Two scoping processes have previously been held for the MSHCP EIR. The first scoping period was a joint CEQA/NEPA process held in 2014. The second scoping period was in the summer of 2019 and was a CEQA only process. The second scoping period was held primarily because of the passage of time since the first scoping process (over 4 years) and to allow a re-initiation of public notice and involvement with the CEQA process. For the same reasons, we suggest that an updated Notice of Preparation (NOP) be released and a new scoping period initiated. This scope of work and cost estimate assumes the same CEQA only scoping process that was conducted in 2019.

### **Prepare NOP**

Ascent will prepare a draft and final updated NOP. Ascent will post and distribute the NOP but it is assumed that United will generate the mailing list based on past outreach efforts and other information sources. The NOP will provide a general description of the plan and potential alternatives and identify issues for analysis in the EIR. It is assumed that an Initial Study will not be prepared, but that issues for which significant effects would not occur, and therefore not requiring detailed analysis, would be included in the EIR with supporting rationale (as is currently done in the 2020 ADEIR). The NOP scoping period will be scheduled for 30 days, during which time, comments on the scope and content of the EIR will be received by United and transmitted to Ascent.

### **Hold Scoping Meetings**

Ascent will assist United in holding public scoping meetings and recommends that two meetings be held on the same day at the same location; one during normal business hours and one in the evening. The purpose of the meetings will be to obtain suggestions and information from agencies and the public on the scope of issues to be addressed in the EIR and identify significant issues related to the proposed action. Ascent will help facilitate the meetings on behalf of United, including summarizing the environmental review process, describing the proposed MSHCP, and preparing exhibits. Information obtained during the scoping process will be summarized in a Scoping Report prepared by Ascent. Comments received in response to the NOP and during the scoping meetings will be documented in the Scoping Report and considered in the impact analysis. The Scoping Report will be provided as an appendix to the EIR. This scoping process replaces, or supersedes, the 2014 and 2019 processes. Therefore, key topics expressed during the 2014 and 2019 scoping may be listed in the new scoping report, but the full results of these past scoping efforts will not be included.

## **Task 3      Updated Administrative Draft EIR**

Ascent will prepare an Updated ADEIR using the 2020 ADEIR as a starting point. As much material from the 2020 ADEIR will be used as possible; however, all content will be checked for needed updates (e.g., changes in regulatory conditions, physical conditions in the project area, changes in MSHCP content) and supplemental information will be added, as necessary. In addition, as requested by United, both a vertical slot fish passage facility and a hardened ramp fish passage facility will be fully evaluated for environmental impacts.

## **Project Objectives/Purpose and Need**

Ascent will coordinate with United to determine whether any updates are needed to Project Objectives and Purpose and Need material from the 2020 ADEIR. The Project Objectives/Purpose and Need continue to be used to provide the foundation for determining the range of alternatives to be considered in the EIR.

## **Project Description and Alternatives Development**

Ascent will work with United and the MSHCP team to update, as necessary, the project description (i.e., the description of the proposed MSHCP for purposes of the EIR), as well as develop a full project description for the hardened ramp facility, which was not the proposed project in the 2020 ADEIR. Ascent will also coordinate with United on whether any new alternatives not included in the 2020 ADEIR should be added, or if any of the alternative evaluated in the 2020 ADEIR should be modified. This is expected to be a focused task involving coordination among United and MSHCP team to make decisions regarding the definition of alternatives and to confirm the regulatory actions to be informed and supported by the EIR.

The basis for the EIR project description is the MSHCP and all state and local agency approvals necessary for full implementation of the MSHCP. The environmental effects of its covered actions will be analyzed to sufficient degree to support decisions by United and by state and local agencies on project approval. However, although opportunities for a state Responsible Agency to not use another lead agency's EIR are limited (see CEQA Guidelines Section 15096), Ascent cannot guarantee that all Responsible Agencies (particularly those that have expressed significant concerns with the MSHCP) will use the EIR to support their discretionary actions related to the project.

It is expected that preparation of the EIR will occur concurrently with completion of the MSHCP; therefore, close coordination with the MSHCP team will be required to ensure an accurate and current expression of the MSHCP and covered activities in the EIR project description. It is assumed that the MSHCP and supporting technical documents will have adequate detail to develop a project description that enables sufficient analysis in the EIR (e.g., features and design details, construction techniques and equipment, off-site features such as utility extensions and habitat enhancement, access roads, staging areas, defined operations parameters). Ascent will provide up to two iterations of preliminary draft project descriptions to United for review and comment. Given the concurrent preparation of the EIR and the MSHCP, it is anticipated that some changes to the MSHCP, and therefore the EIR project description, may occur while the EIR is being prepared. It is expected that minor description changes to the MSHCP could be accommodated; however, once the project description has been approved by United and impact analysis has begun, any substantive changes to the description of the MSHCP that require revision of previously conducted analysis may require a contract modification.

Although the EIR will be written "with the EIS in mind," to streamline the ability of the EIS preparation consultant to use material from the EIR, it is recommended that alternatives be assessed "CEQA-style," that is, with sufficient information to allow meaningful comparison with the proposed project, but with a lesser level of detail, so as to conserve resources and preclude expenditure of the time and budget on full exploration of alternatives that may not meet the needs of the federal agencies. The exception to this approach is, as discussed previously, both the vertical slot design and the hardened ramp design will be evaluated at an equal level of detail, with the proposed project among these two options to be identified at a later date. Therefore, for these two alternatives, the analysis will implement a "NEPA-style" approach with comparable levels of analysis for both fish passage facility designs.

The EIR will also provide a description of alternatives that were considered but eliminated from further analysis and the justification for not considering those alternatives further. Ascent will work with United to determine whether any updates to this material already included in the 2020 ADEIR are needed.

It is assumed that up to four alternatives, will be analyzed, as is already done in the 2020 ADEIR, the No Action Alternative; the vertical slot and hardened ramp using the methodology described above, with one of these being selected as the Proposed Project at a later date; and one additional alternative. The No Action Alternative and the fourth alternative will not be evaluated at an equal level to the vertical slot and hardened ramp, but will comply with CEQA requirements.

It is assumed that certain elements of the EIR will be derived from the MSHCP, including portions of the environmental setting, descriptions of covered activities and implementation information, and portions of the impact analysis and mitigation approach. Ascent staff will attend monthly remote meetings (e.g., Zoom or

Teams) or conference calls with United and MSHCP consultants, as appropriate, to coordinate development of the MSHCP with the EIR and ensure consistency among these documents.

## Environmental Analysis

It is assumed that the project would clearly result in no impact or less-than-significant impacts for the following issues and that no detailed analysis would be required: forestry resources, land use, mineral resources, population and housing, public services (fire protection, law enforcement, schools, and parks), and utilities and service systems (water and wastewater treatment, stormwater drainage, water supply, solid waste). This list is the same as what is reflected in the 2020 ADEIR. For each issue addressed in detail, the section will include discussions of environmental setting, regulatory framework, impacts, and mitigation. Following is a discussion describing the methodologies, technical strategies, and general approach for each of the EIR's anticipated environmental issue areas.

**Aesthetics:** Implementation of the conservation measures, particularly the new fish passage facility at the Freeman Diversion, would result in temporary scenic effects during construction, and some permanent, but likely minor long-term effects. This section will describe the current appearance of the project area from key vantage points (including nearby residences and roadways) and if and how implementation of the covered activities would change the view from those viewpoints. The analysis will consider visual changes and their extent, sensitive viewsheds, and consistency with any applicable plan policies. The Aesthetics section of the 2020 ADEIR will be reviewed for any needed updates, but no new analysis is proposed. It is assumed that key observation points identified in the 2020 ADEIR and photos used in that document (taken in 2019) will continue to be used. However, some new photos may be taken during the kickoff meeting or other visits to the project area and used in the EIR.

**Agricultural Resources:** United's boundaries include substantial agricultural areas, and its operations include groundwater recharge, providing surface water for agricultural irrigation, seawater abatement, and other actions that support agriculture, and it is expected that adoption of the MSHCP and implementation of the covered actions would continue to be a benefit to United's operations and to those that rely on its water management. This section of the EIR will follow the approach used in the 2020 ADEIR and utilize that analysis, providing updates to the regulatory and environmental setting as needed. The section will evaluate potential direct and indirect effects of the project on agricultural resources, as well as the project's consistency with applicable policies pertaining to agricultural lands.

**Air Quality and Greenhouse Gas Emissions:** Following the approach taken in the 2020 ADEIR, air quality impacts and greenhouse gas (GHG)/climate change impacts will be addressed in two separate sections of the EIS. The project area is located in the jurisdiction of the Ventura County Air Pollution Control District (VCAPCD) in the South Central Coast Air Basin. The EIR setting will include a description of existing air quality conditions in the project vicinity. This will include information on the location of existing sensitive receptors, ambient air quality concentration data from the most representative monitoring station(s), attainment designations, and natural factors that relate to the transport and dispersion of air pollutants. Applicable federal, State, and local regulations, the current state of climate change science (e.g., Intergovernmental Panel on Climate Change's [IPCC] Fourth Assessment Report), and VCAPCD-recommended thresholds of significance will also be presented.

Air quality impacts will primarily result from the earthwork, vehicle and equipment emissions, and the onsite batch plant required for construction of the fish passage facility at the Freeman Diversion. The air quality analysis will estimate project-related construction and any operational emissions of criteria air pollutants and precursors (e.g., respirable particulate matter [PM<sub>10</sub>], fine particulate matter [PM<sub>2.5</sub>], reactive organic gases [ROG], and oxides of nitrogen [NO<sub>x</sub>]) in accordance with guidance from VCAPCD (including VCAPCD's *Ventura County Air Quality Assessment Guidelines* [2003]). Excavation and earthwork have the potential to result in high concentrations of fugitive dust emissions, including PM<sub>10</sub> and PM<sub>2.5</sub>. Fugitive dust emissions would be estimated using the default emission factor for grading activity in the ARB-approved Urban Emissions Model Version 9.2.4 (URBEMIS) or California Emissions Estimator Model (CalEEMod), whichever is recommended by VCAPCD at the time of the analysis. CalEEMod will also be used to quantify project-generated greenhouse gas (GHG) emissions. It is assumed that United would provide information on construction and operations methods and schedules in sufficient detail to provide inputs into the emissions models. Although emissions modelling was conducted for the 2020 ADEIR, emission models are updated regularly over time and vehicle/heavy equipment emissions are lessened over time due to regulatory requirements. Therefore, emissions models will be re-run and the results incorporated into the updated EIR. In addition, if sufficient



differences in emissions generating activities can be identified between the vertical slot facility and the hardened ramp, separate model runs will be conducted for construction and operation of each facility.

Emissions of toxic air contaminants (TACs) will be assessed qualitatively, using the same methodology applied in the 2020 ADEIR. The primary TAC of concern would be the exhaust emissions of diesel particulate matter (diesel PM) generated by excavation equipment, haul trucks (if used), and other diesel-powered equipment. Air dispersion modeling and risk probability calculations are assumed to be unnecessary.

**Archaeological, Historical, and Tribal Cultural Resources:** The analysis of archaeological, historical, and Tribal Cultural Resources (TCRs) (cultural resources) in support of the EIR will follow the same approach used in the 2020 ADEIR. The analysis will be developed based on existing information (local plans, plan EIRs, and other relevant documents) to make environmental conclusions. Given the size of the MSHCP area, analysis will be limited to a records search and literature review with the South Central Coastal Information Center (SCCIC) at California State University Fullerton and/or other recent literature searches, as relevant. Given it has been more than 3-years since the record search was conducted for the 2020 ADEIR, a new records search will be conducted. No pedestrian survey work is included. For purposes of this scope of work, cultural resources are defined as archaeological sites of prehistoric or historic origin, built or architectural resources older than 50 years, and traditional or ethnographic resources, as well as fossil deposits of paleontological importance. “Historical resources” is a term with defined statutory meaning and includes any prehistoric or historic archaeological site, district, built environment resource, or traditional cultural resource recognized as historically or culturally significant (California Public Resources Code [PRC] §21084.1; 14 California Code of Regulations [CCR] §15064.5(a)).

The EIR section will follow the same approach and level of detail as the 2020 ADEIR. It will include a discussion of the applicable federal, State, and local policies and regulations; a brief summary of the prehistory and history of the MSHCP area; a summary of the methods used to evaluate cultural resources; a listing of the criteria for determining significance; a description of historic properties or historical resources; and identification of impacts and related mitigation measures. Where appropriate, background information provided in any applicable planning documents will be incorporated by reference. This scope of work assumes CEQA compliance only; compliance with Section 106 of the National Historic Preservation Act (NHPA) is not included. It is unlikely that there will be any discernable difference in impact potential between the vertical slot and hardened ramp fish passage facilities; however, a separate analysis of both will be provided to streamline future document adjustments for one option as the proposed project and one as an alternative.

Based on United’s existing coordination with interested Native American groups, it is assumed that United would lead the Assembly Bill (AB) 52 tribal consultation effort required as part of EIR preparation. However, Ascent may assist with, or lead this effort with an appropriate contract amendment.

**Biological Resources – Fisheries and Aquatic Resources:** Robertson-Bryan, Inc. (RBI) will serve as the technical lead to prepare the Fisheries and Aquatic Resources section of the EIR. RBI will update as necessary the environmental setting for fisheries and related aquatic resources conditions for the Santa Clara River and its tributaries provided in the 2020 ADEIR. Species presence, life cycle history, habitat range and preference, habitat/flow relationships, and thermal/water quality constraints will be summarized. Species of primary management concern (e.g., federally and state listed species), including Southern California steelhead and tidewater goby, and other species of concern (e.g., Pacific lamprey), will receive the most detailed descriptions. RBI will rely on existing information and it is assumed that no original field work or studies will be prepared. This scope assumes that the technical assessments related to impact evaluations will contain information that is consistent with CEQA requirements.

The potential project-related impacts to fisheries and aquatic resources associated with the construction and long-term operations of covered activities (including conservation measures) implemented under the MSHCP, including beneficial effects, will be addressed qualitatively. For any impacts determined to be significant, such as temporary construction-related effects, appropriate CEQA mitigation measures will be developed. The potential long-term project-related effects on listed species movement and migration, habitat/instream flow relationships, and instream temperature and other water quality conditions will be the focus of the assessment. Separate assessments will be prepared for the vertical slot and hardened ramp fishery passage facilities. Because the purpose of the MSHCP is resource protection and improvement, it is assumed that available project design and operational information will readily support the beneficial effects on listed species and the assessments will be appropriately brief and concise. Because the CEQA analysis will be underway before the MSHCP is finalized, the Ascent team (and specifically RBI) should be kept apprised of any

key outcomes and decisions that relate to fisheries and aquatic resources. The scope and budget assumes participation of one senior RBI staff person in up to three in-person meetings with United, other fisheries consultants, and/or resource agencies.

**Biological Resources – Terrestrial and Wetland Resources:** As with fisheries and aquatic resources, it is assumed that United has substantial information pertaining to the type, location, extent, and quality of terrestrial biological resources and wetlands, including recent mapping and GIS data. Existing documentation, particularly documentation that has been generated since the 2020 ADEIR was delivered, will be compiled and analyzed. This will include a review of biological studies previously conducted, including those in support of the MSHCP. An updated electronic search of the National Wetlands Inventory, California Natural Diversity Data Base, and California Native Plant Society electronic inventory of rare plants will be conducted to obtain current information regarding sensitive biological resources with potential to occur in the project area. All sensitive biological resources (species and habitats) typically considered in a CEQA document will be evaluated, meaning that more than just the 7 MSHCP covered species will be analyzed.

A new targeted reconnaissance survey of the areas primarily affected by covered activities will be conducted by a qualified biologist to determine if any conditions have changed since delivery of the 2020 ADEIR. Based on information obtained through review of existing documentation and the results of the reconnaissance survey, the environmental setting of the terrestrial biological resources section from the 2020 ADEIR will be updated as needed. It is anticipated that the conservation measures included in the MSHCP would avoid and minimize most impacts to sensitive species, especially from operation and maintenance activities. Potentially significant direct and indirect impacts on terrestrial biological resources and wetlands that could result from implementation of the MSHCP and covered activities, especially construction of the new fish passage facility at the Freeman Diversion (physical alteration, noise, vibration), will be described and assessed following the format and approach in the 2020 ADEIR. These impacts include temporary and/or permanent disturbance or removal of a well-developed riparian area and high-quality wetland on the north side of the river where, because of topographic considerations, access by construction vehicles and equipment would occur. Feasible mitigation measures that would minimize or eliminate potential adverse impacts on terrestrial biological resources and wetlands will be recommended. Separate impact assessments will be prepared for the vertical slot and hardened ramp fishery passage facilities.

**Energy:** CEQA requires the consideration of energy usage from a project. Much of the information gathered to calculate GHG emissions also relate to energy usage and Ascent will use this data to complete a CEQA compliant energy analysis to be included in this section. The format, content, and approach of the Energy section delivered with the 2020 ADEIR will be used, with updates as appropriate, included incorporation of updated GHG modelling results.

**Geology and Soils:** Ascent will use existing information from United (including the Mitigated Negative Declaration and permit package for the geotechnical work at the Freeman Diversion) and local plans and other readily available documents to update, as necessary, the geologic setting included in the 2020 ADEIR. The setting will address topography, soil characteristics, and seismicity. This information will be used to evaluate impacts related to seismic hazards, unstable soil, and soil erosion. Impacts will be identified and assessed, and mitigation measures will be recommended for any significant or potentially significant impacts. This section of the EIR will also evaluate potential effects on paleontological resources, following the same approach and level of detail as the 2020 ADEIR.

**Hazards and Hazardous Materials:** Effects related to hazards and hazardous materials are assumed to be limited to construction and operational activities that use fuels and chemicals, especially on and around surfaces that provide direct access to groundwater (e.g., permeable surfaces and porous river bed). This is the approach taken in the 2020 ADEIR and this approach will continue to be used. However, information related to hazards and hazardous materials will be updated as necessary. Existing areas of substantial contamination are assumed not to occur in the project area and that United has hazardous materials inventories, environmental site assessments (ESAs), or similar materials available to describe the presence or absence of contaminated sites. The EIR will identify any existing issues related to hazards and hazardous materials in the MSHCP area, identify impacts that could occur from implementation of conservation measures and project operations and maintenance, and recommend feasible mitigation measures for any potentially significant effects.

**Hydrology and Water Quality:** The following scope of services mirrors the approach used for the 2020 ADEIR. Information from the 2020 ADEIR will be used as much as possible; however, implementation of necessary updates is assumed.



Meridian Consultants will serve as the technical lead to prepare the hydrology, drainage, and groundwater section of the EIR. The EIR assessment will address: short-term temporary construction-related effects on hydrology and drainage; long-term operations-related surface and groundwater hydrology effects; permanent changes to stormwater drainage and/or flooding; operations-related impacts to groundwater conditions (assuming groundwater is used for municipal or landscaping supplies); and cumulative on-site and off-site hydrology impacts.

The environmental setting will describe existing hydrology and drainage conditions of the project study area based on existing information. Site reconnaissance conducted during preparation of the 2020 ADEIR is considered sufficient to support ongoing analysis efforts and no further visits to the project site by Meridian staff are included in this scope of services. Applicable federal, state, and local regulations for stormwater drainage and grading and erosion control will be described, and where necessary, additional feasible mitigation measures will be identified if found to be necessary. Hydrologic impact analysis will be qualitative based on existing information; quantitative information and analyses will be provided where information is available. In addition, specific water resources issues that are anticipated to be of interest to responsible agencies and stakeholders will be addressed in the impact analysis and include, but are not limited to: consistency with County NPDES Stormwater Management Program for stormwater drainage; off-site water quality effects associated with construction and the effect of impervious services on groundwater recharge; Executive Order 11988 on floodplain management provides guidance for the protection of natural floodplain values and of life and property. To comply with the requirements of CEQA, the potential effects of the proposed project on flooding will be evaluated.

RBI will serve as the technical lead to prepare the surface water quality portion of the EIR. RBI will prepare a brief setting describing water quality conditions for the Santa Clara River and its tributaries based on available information. The focus of the setting will be on physical and chemical water quality parameters affected by the project's covered activities, and of primary importance to the beneficial uses of the river, including, but not limited to, temperature and turbidity/suspended solids. Site reconnaissance conducted during preparation of the 2020 ADEIR is considered sufficient to support ongoing analysis efforts and no further visits to the project site by RBI staff are included in this scope of services. However, if RBI staff attend any in-person project meetings, they may conduct supplemental site reconnaissance while in the project area. The impact assessment will be focused on temporary construction-related effects, effects of existing operations (e.g., periodic cleaning of the de-silting basin and its effect on turbidity), and long-term changes associated with changed facilities and operations under the MSHCP. For any impacts determined to be significant, such as temporary construction-related effects, appropriate mitigation measures will be identified. Also, if the proposed action or alternatives could result in changes in groundwater quality (e.g., due to reduced diversion and recharge), the water quality and other environmental effects will be evaluated. It is assumed that United will provide the technical evaluations of effects on groundwater quality of alternative diversion scenarios as necessary. As indicated previously regarding the overall approach to the EIR, a full analysis will be conducted of both the vertical slot and hardened ramp fish passage facility options.

**Noise:** As was done for the 2020 ADEIR, the EIR setting will include a brief presentation of fundamental noise principles and descriptors; identification of applicable federal, State, and local regulations; and a description of existing noise and conditions within the MSHCP area in which covered activities will occur, particularly at the Freeman Diversion. The noise setting will include identification of major noise sources in the area of activity (e.g., vehicle traffic, agricultural activities), ambient noise levels, and natural factors that relate to noise attenuation. Relevant noise data from local plans and plan EIRs will also be used to characterize the noise setting in the MSHCP area. Baseline noise readings in the project area used in the 2020 ADEIR were collected in 2016. This scope of work provides for Ascent staff travelling to the project site to collect updated noise baseline readings.

For project-generated construction- and operation-related noise, reference measurement data for both airborne noise and ground vibration coupled with prediction methods will be used to assess impacts at the nearest noise-sensitive receptors. An Ascent noise specialist will work with United to determine whether the noise standards used in the 2020 ADEIR remain suitable for use in this updated evaluation. Noise sources associated with construction of the fish passage structure at the Freeman Diversion would include heavy equipment (e.g., excavators, loaders, dozers), trucks, and potentially other mechanical equipment. Equipment noise will be analyzed using reference measurement data and standard attenuation rates to assess impacts at the nearest noise-sensitive receptors. It is unlikely that there will be any meaningful noise impact differences between the vertical slot and hardened ramp fish passage facility options; however, both options will be evaluated fully.

The significance of short-term noise impacts will be determined based on comparison to applicable regulations. It is anticipated that long-term impacts would be minor or nonexistent. Mitigation measures will be developed, as needed, that clearly identify timing, responsibility, and performance standards. This scope of work does not include the assessment of specific abatement measures (e.g., exact sound barrier location and heights), as the level of effort cannot be determined at this time.

**Recreation:** The MSHCP does not include or promote housing or similar development that would generate increased demand for recreational facilities. Development of habitat restoration sites could provide increased recreational opportunities (a beneficial effect) if public access is permitted, but could also temporarily limit recreation access while restoration activities are completed. In addition, if there are potential changes in water diversions resulting from, and in response to, the MSHCP, this could affect downstream flows in the Santa Clara River and estuary, which may indirectly affect recreational uses and facilities. These issue will be evaluated in the EIR, following the same general approach used in the 2020 ADEIR.

**Transportation and Traffic:** The following scope of services mirrors the approach used for the 2020 ADEIR. Information from the 20220 ADEIR will be used as much as possible; however, implementation of necessary updates is assumed. Because the operational impacts of the project on traffic and transportation are anticipated to be minor (i.e., construction of conservation measures, operations that approximate existing conditions), the impact analysis will focus on potential impacts of construction, including transportation of employees to and from construction sites and transport of construction vehicles and equipment. Employee and construction vehicle trip generation, trip distribution, and routing within the study areas will be collected. Project traffic is expected to utilize a system of both public and private roads. Primary access and travel routes will be identified and their existing conditions described, including any safety issues, such as limited lines-of-sight and challenging roadway geometries. Potential impacts will be identified and qualitatively assessed based on duration of construction, proximity to residential and other sensitive land uses, and identified potential hazards. Mitigation, likely in the form of construction traffic control measures, will be recommended as necessary. Traffic modeling, original traffic counts, and quantitative analysis are assumed not to be necessary. If the construction process differs sufficiently between the vertical slot and hardened ramp facilities to result in differing traffic impacts, these differences will be identified.

**Utilities and Service Systems – Water Supply:** The following scope of services mirrors the approach used for the 2020 ADEIR. Information from the 20220 ADEIR will be used as much as possible; however, implementation of necessary updates is assumed. MSHCP implementation is expected to have little to no effect on utilities and service systems related to wastewater treatment, stormwater drainage, and solid waste, and these issue areas would not be evaluated in detail in the EIR. However, another utility and service system category, water supply, could be affected by implementation of the MSHCP. Although United is not a utility, water supplied for municipal, agricultural, and other human uses will be considered a utility for purposes of the EIR. Implementation of the MSHCP may alter the timing and volume of diversions to United's spreading grounds and surface water delivery system, and therefore could affect the quantity and quality of available water supply for customers and groundwater users. The potential for the MSHCP and alternatives to affect the volume and quality of water delivered to United customers will be evaluated in this section of the EIR.

**Wildfire:** The EIR will include a section addressing wildfire risk using the same approach applied to the 2020 ADEIR. The potential both for the project to increase wildfire risk, and for the project to be adversely affected by wildfire will be considered. The analysis will consider drivers of wildfire risk, and how construction and operations and maintenance-related activities could add to such risks or expose people or structures to wildfire risk. This section will provide background and context on wildfire concepts, such as wildfire behavior and the wildfire environment for Ventura County. Information used in this section will be obtained from existing sources and documents such as the Ventura County General Plan, relevant fire and emergency-related plans, and relevant reports.

**Cumulative Impacts:** Ascent will evaluate the impacts of cumulative projects on all of the resource issues evaluated in the EIR. Ascent will work directly with United to determine reasonably foreseeable future projects to consider in the cumulative analysis. To the degree feasible, Ascent will incorporate analyses included in existing plans and environmental reports. Ascent will coordinate with local jurisdictions to establish the cumulative setting, which involves identification of a reasonably foreseeable related development based on existing land use plans and an accurate list of cumulative projects (proposed, approved, under construction).

**Alternatives:** As stated previously, the EIR will include analysis of the vertical slot and hardened ramp fish passage facility options at an equal level of detail. The evaluation of the No Action Alternative and the one

remaining alternative will be conducted at a lesser level of detail but sufficient to allow meaningful comparison of impacts, as described above. A total of four alternatives, including the proposed project and No Project alternative will be evaluated in the EIR. The third action alternative will be determined through consultation with United, direction from applicable court judgments, and, in accordance with CEQA and the State CEQA Guidelines, will also be selected based on the ability to reduce environmental impacts. The environmentally superior alternative will be identified, and/or environmental tradeoffs of alternatives identified and disclosed.

**Other EIR Sections:** The EIR will include CEQA-mandated and other sections as follows: Table of Contents, Acronyms and Abbreviations, Introduction, Executive Summary (provided at the Second Administrative Draft, as described below), Effects Found Not to be Significant, Growth-inducing Impacts, Irreversible Commitment of Resources, References, Individuals and Agencies Consulted, EIR Preparers, and Appendices.

## **Task 4      Public Draft EIR and Notice of Availability**

### **Second Administrative Draft EIR**

Following review of the updated Administrative Draft EIR, United will provide a unified set of written comments on the administrative draft to Ascent. Ascent will meet with United remotely (e.g., Teams, Zoom) to go over comments and discuss revisions. Following the meeting, Ascent will prepare a Second Administrative Draft EIR with revisions in track changes addressing District comments.

Consistent with State CEQA Guidelines Section 15123, an executive summary presenting the significance conclusions in clear and simple language that can be easily understood by the general public, will be provided in the Second Administrative Draft EIR. The executive summary will include a table identifying each impact presented in the analysis, the level of impact before mitigation, applicable mitigation measures, and the level of impact after mitigation.

### **Screencheck Draft EIR**

To ensure that the Draft EIR that is circulated for public review meets the expectations of United and reflects its independent judgment, United will provide to Ascent a unified set of final comments on and suggested revisions to the Second Administrative Draft EIR. Ascent will prepare a Screencheck Draft EIR to demonstrate that all changes and corrections requested by United have been made and the Draft EIR is ready for public release.

Ascent will submit the Screencheck Draft EIR to United for final review and approval. It is assumed that comments on the Screencheck Draft EIR will be limited to minor editorial changes.

### **Public Draft EIR**

United will provide to Ascent final edits to the Screencheck Draft EIR. Ascent will incorporate changes and produce a Public Draft EIR. Ascent will provide electronic copies of the Public Draft EIR to United for posting to the website, along with five (5) file copies. Additional printing of hard copies required by United and production of CDs can be provided at additional cost. (Additional Public Draft EIR printing and CD costs, if needed, can either be passed through to United at vendor cost without administrative charges or billed directly to United).

### **Notice of Availability**

Ascent will prepare a Notice of Availability (NOA) for District approval. If desired, Ascent can submit the NOA to the State Clearinghouse on United's behalf using the electronic submittal system. Ascent will also prepare a legal advertisement for publication in local newspapers. Publication costs (which can be highly variable) are out of scope and will be passed through to United at cost. It is assumed that United will generate mailing lists for NOA distribution based on past MSHCP outreach efforts and other information sources.

## **Task 5      Administrative Final EIR, Final EIR, and MMRP**

Efforts related to the Final EIR and MMRP will be addressed in a separate scope of work.

## **Task 6      Findings of Fact, Statement of Overriding Considerations, and Notice of Determination**

Preparation of Findings of Fact, Statement of Overriding Considerations, and a Notice of Determination (NOD) will be addressed in a separate scope of work.

## Task 7 Meetings, Hearings, Coordination, and Project Management

### Public Hearings on Draft EIR

Ascent will attend two public hearings related to public review of the Draft EIR. It is assumed that two hearings will be held on the same day at the same location; one during normal business hours and one in the evening. Ascent will assist with preparation of information packets, staff reports, and PowerPoint presentations. Attendance by Ascent at a public hearing addressing Final EIR certification will be addressed in a separate scope of work.

### Regular Meetings and Overall Coordination Approach

The MSHCP and the EIR are complex documents with numerous participants, many of whom will be working simultaneously on various aspects of plan development, review, and permitting. The efficient and successful execution of these efforts will depend on regular coordination and information exchanges between various individuals and groups. Ascent assumes that two meetings/conference calls per month. Up to 6 hours of total staff time is provided for each meeting to support attendance by multiple Ascent staff and meeting preparation time. Meetings are budgeted for a 12.5 month duration as an estimate of time needed to complete the Draft EIR. Meetings may be solely with United staff, but may include MSHCP technical consultants, Resource Agencies, interested agencies and stakeholders, or other parties, with United approval and involvement. It is assumed that most of these meetings will allow for remote attendance (e.g., Teams or Zoom); however, budget is provided for up to two in person meetings. Time is also provided for attendance of up to two (2) Ascent staff at up to three (5) agency Resource Agency focused meetings and up to two (2) meetings with the firm preparing the EIS. These are assumed to be remote meetings lasting up to 2 hours each.

## Overall Work Program Schedule

The EIR schedule is ultimately directed by the Court; however, identification of interim schedule milestones will require close coordination with the MSHCP preparation team. The EIR schedule will comply with the requirements of the court; however, a detailed schedule is not provided here. A detailed EIR schedule will be prepared after initial meetings with the MSHCP team, with the kick-off meeting included in Task 1 being the first opportunity to address schedule coordination.

## Hours, Rates, and Cost

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Ascent has prepared the enclosed cost estimate based on our current understanding of the project. Ascent has prepared estimated costs with proposed staff, hours, and rates by task for purposes of determining total fees. The attached spreadsheet details our estimated cost per task.

With the objective of promoting clarity about the proposed price, the following assumptions explain the basis for the price and effort to implement the scope of work. Please note that the cost is estimated based on a good faith effort and current understanding of the project needs of United.

1. **Compliance with CEQA.** The price assumes that Draft EIR will be prepared in compliance with CEQA. Although the Draft EIR will need to be written “with the EIS in mind,” NEPA compliance is not included in the price. Information needed by agencies to support subsequent permits will be included in the Draft EIR to the degree specified in the scope of work and based on limited coordination, but completion of permit packages and extensive agency coordination and/or negotiation is not included.
2. **Schedule.** The price is based on an overall schedule consistent with the Court’s current requirements and assumptions identified in the scope work. Should significant delay occur (more than 120 days) for reasons beyond Ascent’s control, a budget amendment or additional charges may apply to the remaining work, based on labor rates in effect at that time.
3. **Document Reviewers and Review Cycles.** It is assumed that administrative draft deliverables will be reviewed only by United staff and contractors and will not be circulated to other agencies. Review cycles for preliminary versions of the environmental document are specified in the scope of work. Additional review cycles or additional versions of administrative or other drafts are assumed to not be needed, but can be added, if desired, with a budget amendment.



4. **Review of Existing Documentation.** A total of 60 hours is assumed for initial review of existing studies, reports, and documentation. These resources include but are not limited to recent or updated studies related to fish passage alternatives and design, studies pertaining to covered species affected by covered activities, and Resource Agency input. It is assumed that this level of effort is sufficient to review the relevant materials in the project library.
5. **Consolidated Comments.** The District will provide Ascent with one set of consolidated, non-conflicting comments on administrative draft deliverables that are submitted for review to facilitate the overall schedule. If conflicts arise between comments from individual reviewers, the District will reconcile the conflicts and advise Ascent about the appropriate direction.
6. **Coordination Meetings and Conference Calls; Public Meetings.** Ascent will track and report the use of coordination meetings, conference calls, and public meetings included in the scope of work. If the number of meetings or calls or the required level of effort exceed what is included in the contract price, additional meetings and calls can be added with an amendment of scope and budget.
7. **Cost Allocation to Tasks.** Costs for Ascent labor, subconsultants, and direct expenses have been allocated to tasks to determine the total budget. Ascent may reallocate costs among tasks, as needed, as long as the total budget is not exceeded.
8. **Litigation Support.** The proposed scope of work does not include labor, reproduction, or other costs after the filing of a lawsuit, if the environmental document is challenged. Ascent is available to assist in the lead agency's response to a lawsuit, subject to an amendment to the contract and budget. Assembly of an administrative record or project record (beyond the delivery of referenced documents and other materials used to support preparation of the EIR identified in Item 10. below), whether needed for litigation or other purposes, is not included in the budget, but can be added with a budget amendment.
9. **Approval of the Project Description.** It is assumed that the characteristics of the approved project description will be consistent with the scope of work. If the approved project description is substantially different than that assumed in the scope of work, Ascent will consult with the District about whether the scope and price of the environmental analysis needs to change. After the descriptions of the project and alternatives are approved by the District for use in the environmental document, it is assumed they will not change substantially during the course of environmental analysis and document preparation. If changes are necessary, amendment of the budget may be needed to the extent that already completed analysis and document preparation needs to be revised or redone.
10. **References Cited in the Environmental Document.** Ascent will maintain electronic copies of reference documents or portions of documents cited in the Draft EIR and will make the electronic files available during public review. Ascent will submit electronic copies of references to the District for project files upon completion of the environmental process.
11. **Scope of Analysis.** Budget and schedule assumes that no new substantive issues, alternatives, or topical areas of research or analysis will be identified through the scoping process or during the course of analysis.
12. **Existing Data and Level of Effort.** Existing studies, background materials, GIS data, and mapping are assumed to be complete, technically adequate, and sufficient for use in the EIR. The scope of work and level of effort included herein are assumed to be sufficient for EIR preparation. Additional research, studies, or field work would require an amendment of scope and budget.
13. **Reproduction Costs.** All deliverables are assumed to be submitted electronically except as specifically defined herein (file copies of the Draft EIR). Ascent can provide hard copies of documents, if desired, for additional cost. Reproduction of public versions of draft and final environmental documents will cost the same as charged by the print vendor (i.e., passed through at cost without markup or fee); however, because the number of copies, length, and extent of color graphics are not known, the costs will be additional to the current contract price. Ascent will advise United of the print vendor's cost estimate and receive the District's concurrence prior to giving authorization to the vendor to print.

COST ESTIMATE														
Proposal for United Water Conservation District MSHCP EIR Ascent Environmental, Inc. June 27, 2023														
LABOR COSTS		Principal	Project	Asst. PM	Senior	Wildlife	Botanist/	Senior	Air/GHG/Noise	Planner/	GIS/	Word	Total	Total
	Rate/Hour	Coatsworth	Bechta	Rasmussen	Natural Res. Specialist	Biologist	Ecologist	Air/GHG/Noise	Air/GHG/Noise	Cultural	Graphics	Processing/ Administrative		
Task 1: Project Initiation, Kick-Off Meeting, and Materials Review														
	Kick-off Meeting	10	10	10									30	\$ 8,250
	Review Supporting Documentation	6	24	12		6	6				6		60	\$ 13,860
	Subtotal, Task 1	16	34	22	0	6	6	0	0	0	6	0	90	\$ 22,110
Task 2: Notice of Preparation (NOP) and Scoping														
	Prepare NOP	2	8	16						6	6	2	40	\$ 8,130
	Scoping Meetings and Scoping Summary Report	8	16	16						6	6	4	56	\$ 12,760
	Subtotal, Task 2	10	24	32	0	0	0	0	0	12	12	6	96	\$ 20,890
Task 3: Administrative Draft EIR														
	Project Objectives/Purpose and Need	2	2	2									6	\$ 1,650
	Project Description and Alternatives Development	12	30	36		6	6				12	4	106	\$ 23,660
	Environmental Analysis												0	\$ -
	Aesthetics	2	4	4						10	6	3	29	\$ 5,610
	Agricultural Resources	2	4	8						10	6	3	33	\$ 6,370
	Air Quality and Greenhouse Gas Emissions	2	4	4				16	64			6	96	\$ 16,610
	Archaeological, Historical, and Tribal Cutlural Resources	4	4	4						44		6	62	\$ 11,840
	Biological Resources - Fisheries and Aquatic Resources	4	12	6	4	6					8	6	46	\$ 10,040
	Biological Resources - Terrestrial and Wetland Resources	2	12	6	20	80	40				8	4	172	\$ 33,130
	Energy	2	6	2				4	20			4	38	\$ 7,190
	Geology and Soils	2	6	12						24	6	4	54	\$ 10,260
	Hazards and Hazardous Materials	2	6	8						24		4	44	\$ 8,630
	Hydrology and Water Quality	4	16	12						12	6	6	56	\$ 11,870
	Noise	2	6	4				6	50		6	4	78	\$ 13,390
	Recreation	2	30	4							6	6	48	\$ 11,300
	Transportation and Traffic	2	6	8						36	6	4	62	\$ 11,600
	Utilities and Service Systems - Water Supply	4	16	36						8	4	4	72	\$ 15,160
	Wildfire	4	16	8						32	3	3	66	\$ 13,755
	Cumulative	6	24	24						12	8	6	80	\$ 17,330
	Alternatives	24	40	48						8	6	6	132	\$ 31,790
	Other EIR Sections	4	6	24						16		8	58	\$ 11,560
	Subtotal, Task 3	88	250	260	24	92	46	26	134	236	91	91	1338	\$ 272,745
Task 4: Public Draft EIR and Notice of Availability														
	Second Administrative Draft EIR	8	32	40	6	12	12	8	16	16	8	24	182	\$ 36,530
	Screencheck Draft EIR	2	18	18	2	4	4	2	4	8	4	16	82	\$ 16,230
	Public Draft EIR	2	16	16		2	2			2	2	16	58	\$ 11,650
	Notice of Availability	1	4	6								4	15	\$ 3,145
	Subtotal, Task 4	13	70	80	8	18	18	10	20	26	14	60	337	\$ 67,555
Task 5: Administrative Final EIR, Final EIR, and MMRP														
	Responses to Comments on the Public Draft EIR												0	\$ -
	Mitigation Monitoring and Reporting Program (MMRP)												0	\$ -
	Administrative Final EIR												0	\$ -
	Screencheck Final EIR												0	\$ -
	Public Final EIR												0	\$ -
	Subtotal, Task 5	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 6: Findings of Fact, Statement of Overriding Considerations, and NOD														
	CEQA Findings of Fact and Statements of Overriding Considerations												0	\$ -
	CEQA Notice of Determination												0	\$ -
	Subtotal, Task 6	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 7: Meetings, Hearings, Coordination, and Project Management														
	Public Hearings on Draft EIR (hearings on the Final EIR are not included)	12	12								8	2	34	\$ 9,060
	Regular Meetings and Overall Coordination Approach	34	54	16		10	10						124	\$ 33,430
	Subtotal, Task 7	46	66	16	0	10	10	0	0	0	8	2	158	\$ 42,490
Total Labor Hours		173	444	410	32	126	80	36	154	274	131	159	2019	
Total Labor Dollars		\$63,145	\$119,880	\$77,900	\$9,440	\$21,420	\$13,600	\$8,100	\$23,100	\$47,950	\$18,995	\$22,260		\$ 425,790
DIRECT COSTS														
1. Subconsultants (detailed cost estimates attached)														
	Meridian Consultants													\$ 39,260
	Robertson-Bryan, Inc.													\$ 66,852
	Administrative Fee 5%													\$ 5,306
	Subconsultants Subtotal													\$ 111,418
2. Printing														\$ 1,000
3. Other Reproduction														\$ 200
4. Mileage/Parking/Travel														\$ 4,655
5. Maps/Supplies/Photos														\$ 100
6. Postage/Delivery														\$ 200
7. Miscellaneous														\$ -
Total Direct Costs														\$ 117,573
TOTAL ESTIMATED FEE														
Remaining Budget from Original Contract and Amendment 1														
Total Budget Amendment (Amendment 2)														



### **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:** June 28, 2023 (July 6, 2023, meeting)

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

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#### **Staff Recommendation:**

The Committee will receive this staff report from the Engineering Department regarding its activities for the month of June 2023.

#### **Discussion:**

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

- Spillway Improvement Project
    - Bi-weekly progress meetings with GEI Consultants (GEI) were held to review and discuss the 60% design analyses, plans and drawings, and specifications.
  - Outlet Works Improvement Project
    - On June 7, Staff submitted 90% design technical memorandums, reports, plans, and specifications to FERC, DSOD, and the Board of Consultants (BOC) as part of the pre-meeting packet.
    - A total of 30 individuals from FERC, DSOD, BOC, GEI, Black and Veatch (Project's Construction Manager) and Staff attended in person and virtually the Santa Felicia Dam Safety Improvement Project BOC meeting No. 7 that was held at the District headquarters on June 21 and 22 (Figure 1). The 90% design documents were presented to the BOC by GEI and BOC's recommendations, included in the BOC draft report, were received during the meeting.
    - Post BOC meeting No. 7, GEI and Staff reviewed the draft BOC report and provided comments to the BOC to be incorporated in the final BOC report. The BOC report and BOC track form will be submitted to FERC 14 days after the completion of the BOC meeting. Staff and GEI have begun to develop the next design (100% design) phase which is scheduled to be completed by November.
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#### 4.1 **Monthly Engineering Department Report Information Item**

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- FERC's comment on the BOC meeting No. 6 and 60% design documents were received on June 22. The District response to FERC's comments is due to FERC by July 22.
- On June 14, Staff met with FERC to present the proposed updated construction schedule and environmental permitting timelines.
- Staff prepared Amendment No. 2 to Catalyst Environmental Solutions (Catalyst) contract. Amendment No. 2 allows for preparation and completion of the 60% design of the new release channel connecting the new outlet works with lower Piru Creek. Execution of Amendment No. 2 is pending Board approval at the July Board meeting.
- FERC License Amendment Application, NEPA Documentation and Section 7 Consultation
  - On June 7, Staff received and reviewed a letter from NMFS that included additional clarifications from NMFS following the April 5 and April 26 FERC/NMFS/ UWCD meetings. A follow-up meeting with FERC is scheduled for June 29 to discuss the District's response letters to NMFS and FERC comments on the draft BA.
- On June 28 and 29, Staff conducted an independent security evaluation for the 90% design of the Outlet Works Improvement Project and the 30% design of the Spillway Improvement Project. The security evaluation was conducted with participation of the Santa Clara Valley Water District's Security Manager and the Joint Regional Intelligence Center.
- Loan and Grant Applications
  - On June 19, Staff submitted a Letter of Intent (LOI) to the Department of Energy (DOE) Section 247 Hydro Incentives Program requesting \$5M federal funding to cover a portion of the construction costs of the SFD new outlet works. The incentive payment for this program is capped at \$5M per FERC license.

#### 2. Condor Point Improvement Project

- On Tuesday, June 6, 2023, Staff executed an agreement with MNS Engineers for design services for the new Condor Point Swim Beach. The deadline to construct the beach per FERC order is May 04, 2024.

#### 3. Freeman Diversion Expansion

- On June 13, Staff, NHC, Larry Weber, Chris Caudill and United's legal counsel worked collaboratively to deliver empirical data on the effects of the flushing channel and desander on fish as requested by special master Judge Smith.
- On June 13, legal counsel delivered a summary of finding from the two trips to USBR's Denver TSC to study Hardened Ramp Mod 9 and Mod 6 no flushing channel fish passage alternatives.



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

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##### **4. Iron and Manganese Treatment Facility**

- Meetings:
  - Weekly coordination meetings between Staff and HDR.
  - Weekly construction progress meetings hosted by HDR and attended by GSE Construction (GSE), Taft Electric, Kennedy Jenks Consultants (KJ) and Staff.
- GSE has submitted approximately 372 out of a total of 403 submittal packages anticipated for the project. HDR and KJ have provided responses on approximately 369 submittal packages including a requirement to comply with the Buy American Act (BAA).
- GSE has submitted approximately 135 RFIs to date. HDR, KJ and the District have been providing responses.
- Thirty-four (34) Change Orders (COs) have been fully executed to date amounting to a net total of \$1,167,569.05. This represents approximately 12.5% 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 \$495,701.86 or 5.4% 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 continued construction of the following 20” Spent Wash Water (SWW)
  - 24” Raw Water (RAW) Pipeline
  - 24” RAW – flushing and disinfection
  - 24” Filtered Water (FW) Connection – pressure testing and corrections
  - Various underground sample lines
  - Various underground electrical conduits
  - Installation of vertical turbine pumps at Filter Drain Pump Station (Figure 2)
  - Filter face piping encasement and concrete slab construction
  - 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 tentative date for construction completion and implementation is July 20, 2023, (per CO No. 34 which was fully executed on June 08, 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: 45 of 60 or 75% complete.
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#### **4.1 Monthly Engineering Department Report Information Item**

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- An additional seven (7) meter installations are planned by fall-2023 (Turnout Nos. 102, 109, 113, 114, 132, 134, 162).
- Easement acquisition completion: 31 of 40 obtained or 77.5% complete.
- Some property owners related to Turnout No. 120 have signed the utility easement deed after additional clarification was provided on the proposed installation. There are over 20 signatories to the utility easement deed.
- Litigation at the property that is served by Turnout No. 107 has been completed. There is a new property owner that can now execute a utility easement deed.
- Minor language modifications have been requested for the easement deed related to Turnout Nos. 145, 147, 150, 156 and 161. The modifications are considered non-substantial and the District plans to proceed with execution.
- 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.

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

- Execution of a Professional Services agreement with MKN and Associates, Inc. to provide design services and bid support for Phase 1 of the project is pending Board approval at the July Board meeting. The project Phase 1 will include the preparation of the final design of the proposed pipeline, bid support for the pipeline construction, and preparation of the 30% design of the proposed booster pump station. The construction of the proposed pipeline connecting the District's PTP system to the Pleasant Valley County Water District (PVCWD) system must be completed prior to March 2025 to meet the Sustainable Groundwater Management (SGM) grant requirements. The final design and construction of the proposed booster pump station will be included in Phase 2 of the project sometime in the future.
- On June 22, Staff received a draft Project Description for the project CEQA documentation from Rincon Consultants.

#### **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. A draft declaration related to the Caltrans eminent domain at the PTP 4 Well site was reviewed, signed, and submitted to the legal counsel.

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

- Staff met with the City of Ventura, and their consultant, Stantec to discuss the locations of United's turn outs of the Interconnection on June 6. United discussed the proposed location of the turnout on Rose Avenue and proposed an additional blow off in the Ferro recharge basin for flush water discharge.

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##### **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. The final copy of the MOA is pending due to additional terms that may be included in the MOA by the Navy legal counsel.
    - 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. Revisions are currently underway which will be resubmitted to the Navy in mid to late 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 June 23, 2023, the District submitted a grant application with the assistance of KJ requesting \$20M in Federal funding assistance under the Defense Community Infrastructure Program (DCIP) provided by the Office of Local Defense Community Cooperation. This included a third-party cost validation prepared by HDR. The maximum grant award is \$20 million with a 30% local cost match requirement. Should the District be successful, the OLDCC will issue invitations to submit a full proposal in September 2023.
  - **Meetings:**
    - Held weekly internal meetings between Engineering, Environmental, and Water Resources staff to discuss progress on agreements with the Navy (MOA, Outgrant Easement), grants (SGM, GWGP, DCIP), CEQA/NEPA documentation preparation, permitting agency engagement, discharge alternatives evaluation, coastal water quality sampling and groundwater flow modeling.
    - June 26, fourth 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.
    - June 21 and July 5, District staff held a progress meeting with the Phase 1 project design team, KJ.
    - June 26 and July 5, 10, District staff held progress meetings with the Phase 1 project CEQA and permitting team, ESA Consultants.
    - July 6, held a monthly progress meeting with Navy staff to discuss priority items including finalization of the MOA, LOR for an Outgrant Easement, monitoring well design and installation progress, finalization of the Discharge Alternatives TM, draft Pipeline Alternatives TM, and scope of work for environmental surveys within the Mugu Lagoon.
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- Design:
  - June 2, KJ submitted a 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: District staff is in the process of soliciting proposals to conduct geotechnical exploration activities and prepare a geotech report along the proposed pipeline alignments and extraction well sites.
- Land Surveying: District staff is in the process of soliciting proposals to conduct land surveying activities and prepare a basemap for design purposes along the proposed pipeline alignments and extraction well sites.

#### 10. Asset Management/ CMMS System

- No updates to report.

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

- On June 6, Staff received a proposal from the Gordian Group and J&H Engineering (J&H) to perform asphalt repair for the Lake Piru Recreation Area, 2023 Pavement Maintenance Program. Staff prepared a construction Agreement in amount of \$249,903 with J&H to perform this work. The work will include repair of approximately 59,000 square feet of the Dry Storage parking lot, and approximately 2,060 square feet of full depth replacement. It also includes asphalt repair of approximately 5,000 square feet of the damaged asphalt concrete pavement on Oak Lane. Following the contract execution by the General Manager and issuance of the notice to proceed, the contractor is anticipated to complete work within 10 working days.

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

- On June 15, Michel Kadah and Maryam Bral attended FEMA’s 2023 Building Resilient Infrastructure and Communities (BRIC) Kick-off webinar.
  - On June 20, District staff including Tony Emmert, Maryam Bral, Brian Zahn, Bram Sercu, and Michel Kadah attended Fillmore/Piru Basins Pumpers Association Joint Annual Membership Meeting. Maryam Bral presented the Santa Felicia Dam Safety Improvement project status update and the impact of the January 2023 storm events on the SFD facilities.
  - On June 20, District staff including Maryam Bral, Craig Morgan, Robert Richardson, Adrian Quiroz, Tessa Lenz, Randy Castaneda and Steven Kadowaki participated in a tour of the City of Camarillo’s new North Pleasant Valley Groundwater Desalter (Figure 3).
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#### 4.1 Monthly Engineering Department Report Information Item

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- On June 22, Maryam Bral presented the District's Capital Improvement Projects at the Society of American Military Engineers, Oxnard Chapter Business Opportunities Forum, Craig Morgan was in attendance (Figure 4).
- On June 28, Robert Richardson attended the Association of Water Agencies (AWA) Channel Counties Water Utilities Committee (CCWUC) webinar entitled: "North Pleasant Valley Desalter Project".



*Figure 1 – Santa Felicia Dam Safety Improvement Project, Board of Consultants Meeting No. 7, June 21-22, 2023*



*Figure 2 – Iron and Manganese Treatment Plant - Vertical Turbine Pumps at Filter Drain Pump Station*



#### 4.1 Monthly Engineering Department Report Information Item

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*Figure 3 - Camarillo Groundwater Desalter Tour on June 20<sup>th</sup>*



*Figure 4 - Maryam Bral presents at the SAME – Oxnard Chapter Business Opportunities Forum at the US Navy Seabee Museum, Port Hueneme*



### **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:** June 27, 2023 (July 6, 2023, meeting)

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

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#### **Staff Recommendation:**

The Committee will receive this staff report from the Environmental Services Department regarding its activities for the month of June 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

On June 22, 2023, Environmental Services staff filed a supplemental information letter with FERC in response to their April 4, 2023 letter. For context, on February 10, 2023, United filed a report with FERC detailing a lapse of minimum required water release had occurred at the Santa Felicia Dam facility on January 10, 2023, due to storm related effects and what appeared to be an obstruction of flow downstream of the release reach. On April 4, 2023, United received a letter from FERC stating that the January 10, 2023 lapse in water releases at the Santa Felicia Dam was not considered to be a violation of United's FERC license. United appreciated FERC's conclusion, and provided the June 22, 2023 letter only to clarify two minor inaccuracies in the April 4, 2023 letter for FERC's record.

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. The measured cumulative rainfall for the current water year has exceeded all triggers for enhanced habitat water releases

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## 4.2 Monthly Environmental Services Department Report

### Information Item

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through October 1, 2023. The minimum required habitat water release starting June 1 through October 1 is nine cfs.

- Santa Felicia Fish Passage Pre-Implementation Studies

On May 31, 2023, Environmental Services staff filed a status update with FERC regarding implementation of compliance actions consistent with the Fish Passage Feasibility Assessment Study Plan. The status update discussed the lower and middle Piru Creek pre-implementation study activities and the interruption of these activities due to damage from the severe January 2023 storms. United explained that the 2022-23 field season was intended as the third and final phase of study activities in middle Piru Creek and that United is currently evaluating the data collected to-date and the feasibility of extending the timeline one year to complete the third year of data collection as previously planned.

- Santa Felicia Dam Safety Improvement Project (SFDSIP)

On June 7, 2023, the National Marine Fisheries Service filed a letter with FERC in response to the April 5 and 26, 2023 agency meetings between United, FERC and NMFS to discuss agency comments on the SFDSIP draft Biological Assessment (BA). On May 24, 2023, United submitted two responses to comments letters in response to FERC and NMFS' comments on the SFDSIP draft BA developed to initiate consultation with NMFS under Section 7 of the Endangered Species Act. United was directed by FERC to respond to agency comments and meet with FERC prior to submitting a revised draft BA.

- Land Resource Management Plan

On June 28, 2023, Environmental Services staff submitted the 2023 Land Resource Management Plan Annual Report to FERC and NMFS. The annual reporting period covered July 1, 2022 through June 30, 2023 and detailed implementation and monitoring activities related to use of the lower Piru Creek wet crossing, which was utilized four (4) times during the reporting period.

- Lake Piru General Maintenance Permit Compliance

During the week of June 12, 2023, Environmental Services staff, with support from Recreation staff, provided on-site biological monitoring for the lower access (dry crossing) road and culvert repair work downstream of the Santa Felicia Dam. On June 8, 2023, a pre-project biological and nesting bird survey was completed in accordance with United's Lake or Streambed Alteration Agreement (LSAA; Notification No. 1600-2015-0156-R5). On June 9, 2023, Environmental Services staff submitted a Notice of Intent to perform repair work and submitted the results of the pre-project survey to CDFW. Repair activities on the lower access road and culverts were completed on June 15, 2023.



## 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 June 20, 2023, Environmental Services staff submitted post-project reports to the Los Angeles Regional Water Quality Control Board, State Water Resources Control Board (SWRCB), and the U.S. Army Corps of Engineers. Reasoner Creek bank restoration activities were completed on May 8, 2023.

### 3. Freeman Diversion Operations

- Freeman Diversion Operations and Fish Passage Facility

In accordance with the 2008 Biological Opinion from the NOAA Fisheries and the Wishtoyo Court Order, Freeman Diversion fish ladder operations were ceased in early June. The *O. mykiss* migration season extends from January 1 to May 31. On June 1, 2023, Environmental Services staff, with support from O&M staff, began a shutdown of the Freeman Diversion fish ladder with NOAA Fisheries and California Department of Fish and Wildlife (CDFW) staff present onsite. A single *O. mykiss* individual was encountered within the ladder during the shutdown procedure. The shutdown was post-poned and the fish was allowed to leave on its own volition. Bypass flows were ramped down on June 5, 6, 7, and 8, 2023. Concurrently, Environmental Services staff conducted daily stranding surveys from the US-101 bridge upstream to the Freeman Diversion during each ramp down stage. No *O. mykiss* were observed during stranding surveys downstream of the Freeman Diversion.

Between June 1 and 3, 2023, there were seven recorded detections of a fish jumping the false weir in an upstream direction at the Freeman Diversion fish ladder. A detailed review is ongoing to determine if all seven instances were the same fish that was encountered during the attempted shutdown procedure on June 1, 2023.

On June 5, 2023, a dead *O. mykiss* smolt was discovered within the upper portion of the fish ladder. Considering the physical condition of the fish and specific location it was discovered, it is likely the individual died of causes unrelated to Freeman operations and washed into the fish ladder. Staff notified NOAA Fisheries and CDFW. On June 7, 2023, NOAA Fisheries collected the fish.

On June 7, 2023, Environmental Services staff, with support from O&M staff, completed the Freeman fish ladder shutdown. Three CDFW staff provided onsite support to assist with activities and one NOAA Fisheries staff was onsite. A single *O. mykiss* was encountered within the ladder during the shutdown procedure. This individual was safely relocated by CDFW staff.

During the month of June, O&M staff conducted flushing operations to minimize sediment deposition in the facility. Environmental Services staff supported O&M's operations and maintenance activities one or more times a week<sup>1</sup> by providing field support, conducting surveys

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<sup>1</sup> Environmental Services staff have assisted with O&M operations on June 2, 5, 12, 19, and 26.

## 4.2 Monthly Environmental Services Department Report

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of dewatered areas, setting up fish exclusion netting, providing on-site biological monitoring, and issuing agency notifications when appropriate.

#### 4. Freeman Diversion Multiple Species Habitat Conservation Plan

On June 26, 2023, staff participated in the court hearing for the *Wishtoyo et al. v. United* case in Judge David O. Carter's court. The results of the recent hardened ramp modeling visits of both United's and NMFS'/CDFW's preferred configurations of the hardened ramp design was the primary topic in front of the court.

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

On June 9, 2023, the Department of Water Resources (DWR), on behalf of United, submitted wildlife agency consultation (i.e., U.S. Fish and Wildlife Service, CDFW, and U.S. Forest Service) information to FERC per their request for additional information associated with the temporary variance request to DWR's license for the South State Water Project. Under the proposed temporary variance, United is requesting to import up to 25,000 acre-feet of State Water Project water via middle Piru Creek during the November 2023 – February 2024 delivery window. FERC is currently reviewing the submittal.

During the week of June 5 through June 9, 2023, Stantec Consultants completed geomorphological, biological, and cultural field surveys associated with the California Environmental Quality Act (CEQA) analysis for the long-term removal of the 3,150 AF limit to DWR's FERC license.

On June 5 and 23, 2023, Rincon Consultants biologists conducted arroyo toad surveys in middle Piru Creek. They confirmed that active breeding and tadpole rearing is ongoing.

#### 6. Quagga Mussel Management

- Quagga Mussel Monitoring and Control Plan

Throughout the month of June, Environmental Services staff continued to conduct bi-weekly quagga mussel veliger (larva) 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 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. Initial results of veliger samples collected between March and June 2023 show that the average veliger concentration in Lake Piru<sup>2</sup> has decreased by approximately 98% from veliger concentrations between March and June 2022. Veliger concentrations in lower Piru Creek are exhibiting a similar trend as concentrations in Lake Piru.

- Quagga Mussel Technical Advisory Committee (TAC) for Lake Piru

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<sup>2</sup> Veliger concentration data was collected at QM-5 which is the closest site to the Santa Felicia Dam intake tower.

## 4.2 Monthly Environmental Services Department Report

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On June 15, 2023, Environmental Services staff facilitated a TAC meeting to discuss the quagga mussel infestation at Lake Piru. TAC members included CDFW, NMFS, DWR, and SWRCB staff. United provided an overview of the quagga mussel infestation in Lake Piru, United's robust monitoring program, current control and containment activities, and alternative control and containment measures. The meeting included a round-table discussion of United's Special Local Need registration with the California Department of Pesticide Regulation to apply EarthTec QZ (molluscicide) in Lake Piru and the potential effects on *O. mykiss*, additional control and containment measures, limitations, and regional collaboration and information sharing. TAC members were in favor of a follow-up meeting later this year.

## 7. Miscellaneous

- On June 13, 2023, Environmental Services staff Jesse Mitchell and Recreation staff assisted CDFW with a recreational fisheries electrofishing survey of Lake Piru.
- On June 14, 2023, Environmental Services staff attended the Southern California Coastal Water Research Project Harmful Algal Bloom and eDNA Webinar.
- On June 15, 2023, Environmental Services staff filed a CEQA Notice of Exemption (NOE) with the Ventura County Clerk for the Replacement of Water Well No. 5 Project. The Board previously approved and adopted the Project CEQA NOE at the June 14, 2023 board meeting.
- On June 20, 2023, Environmental Services staff Tessa Lenz joined Engineering department staff on a tour of the City of Camarillo's North Pleasant Valley Desalter. The tour focused on the Iron Manganese treatment facilities and processes, and reverse osmosis treatment trains.
- On June 22 and 29, 2023, Environmental Services staff conducted interviews for the part-time field assistant position and will submit a recommendation for candidate selection by early July.
- June 30, 2023, was part-time field assistant Amanda Bonavida's last day with the District. She is pursuing a new career opportunity with Ventura County.



### **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:** June 27, 2023 (July 6, 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 staff report from the Operations and Maintenance department regarding its activities for the month of June 2023.

#### **1. Water Releases, Diversions**

- Lake Piru rose 0 feet in June to 82,079 acre-feet (AF) of storage.
- 16,604 AF of water was diverted by the Freeman Diversion facility in June.
- 10,301 AF of water was delivered to the Saticoy recharge basins in June (metered plus unmetered, including Noble/Rose Basins).
- 5,434 AF of surface water was delivered to the El Rio recharge basins in June.
- 539 AF of surface water was delivered to the PTP system in June.
- 0 AF of surface water was delivered to C customers in June.
- 330 AF of surface water was delivered to Pleasant Valley County Water District in June.

#### **2. Major Facilities Update**

##### **• Santa Felicia Dam**

- On July 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 10-300 cubic feet per second (cfs), for the month of June, as per the Water Release and Ramping Rate Implementation Plan for Lower Piru Creek.
  - Lake Piru reached 100% capacity and began spilling on March 16, 2023, and continues to remain full.
  - June 27, 2023, staff participated in Santa Felicia Dam Emergency Action Plan Call-Down Drill.
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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 **271 cfs** for the month of June, with **337 cfs** of surface water being diverted on July 1, 2023.
- District staff operated the Freeman Diversion throughout the month, 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 Monday throughout the month of June.
- June 22, 2023, Contractor R&B Automation repaired fish entrance valve damaged during winter storms.
- Staff removed and shipped Freeman Diversion auxiliary screen to Industrial Screen in Bakersfield for chain and bearing replacement.
- 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):

	<b>2023</b>	<b>2022</b>	<b>2021</b>
Saticoy	20'	119'	128'
El Rio	68.6'	135.2'	124.7'
PTP	62'-94'	117'- 156'	114'-156'

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

- June 28, 2023, staff removed, inspected, and cleaned aqueous ammonia injection quill.
- Staff installed rebuilt motor on OH Well #18.
- Contractor Demar Construction graded well pad for new OH Well #20.

- **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).
- Staff applied herbicide to PV reservoir embankments.

- **Pumping Trough Pipeline (PTP)**

- During the month of June, the PTP system demand was met primarily with surface water and supplemented with PTP wells.
- PTP reservoir sodium hypochlorite peristaltic pump was replaced, and a two-inch strainer installed.

**Agenda Item: 4.3 Monthly Operations and Maintenance Department Report**  
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- Staff upgraded PTP Turnout meters 123, 134, 158 with Endress Hauser Electromagnetic flow meters.

- **Instrumentation**

- June 22, 2023, staff installed RQ30 flow meter in Freeman Diversion flushing channel.
- Instrumentation staff configured and programmed three newly installed Endress Hauser Electromagnetic flow meters on PTP delivery system.
- Staff upgraded Saticoy wellfield programable logic controllers.
- Instrumentation staff updated the Win911 alarm callout application.

- **Lake Piru Water System**

- All chlorine residuals and turbidity readings for the drinking water system were within proper ranges for the month of June.
- June 22, 2023, staff performed annual backflow testing and certification of eight Lake Piru distribution system backflow devices.
- 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 ribbon cutting ceremony scheduled for September 13, 2023.

- **Other Operations and Maintenance Activities**

- The Santa Felicia Dam Emergency Action Plan sirens located in Piru were exercised on June 2, 2023.
- Contractor Travis Ag repaired 36-inch corrugated inlet piping to El Rio recharge basin #4.
- 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 June, approximately 3100 hours of work, within the O&M department, were performed with 1 reportable accident.
- The online Target Safety assignment for June was “Water Industry Working in Extreme Temperatures”, and this month’s safety meeting covered Heat Illness Prevention in light of the increasing temperatures outdoors during this time of year.

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Four safety videos were shown and discussed with staff— *Nascar Heat Exhaustion Moments* by KKB, *Heat exhaustion or heat stroke: Here are the signs to know* by KHOU 11, *How to Stay Hydrated During Extreme Heat* by KSDK News, and *TACO Method Provides Rapid Cooling (Christopher Sampson, MD)* by University of Missouri Health. A safety tailgate on Cranes and Hoist was presented by El Rio staff at the monthly safety meeting. Additionally, the El Rio Water Treatment Operators completed quarterly SCBA training. Tailgate safety meetings were conducted at all individual O&M field locations and the topics included refresher training on equipment used at the various O&M locations.