



Board of Directors  
Sheldon G. Berger, President  
Lynn E. Maulhardt, Vice President  
Catherine P. Keeling, Secretary/Treasurer  
Keith Ford  
Mohammed A. Hasan  
Steve Huber  
Gordon Kimball

General Manager  
Mauricio E. Guardado, Jr.

Legal Counsel  
David D. Boyer

## AGENDA REGULAR BOARD MEETING

Wednesday, July 10, 2024, 12:00 p.m.  
Board Room, UWCD Headquarters  
1701 N. Lombard Street, Oxnard CA 93030

### BOARD MATTERS

*Normally, Action (Motion) Items will be considered and acted upon separately; Consent Items will be considered and acted upon collectively, although a Consent Item may be considered and acted upon separately; and Information Items will be considered separately without action. The Board of Directors in its discretion may change the order of agenda items.*

### ROLL CALL

#### 1. **FIRST OPEN SESSION 12:00 P.M.**

Items to be discussed in Executive (Closed) Session will be announced.

##### 1.1 **Public Comments Information Item**

Members of the public may address the Board on any matter on the Executive (Closed) Session agenda or on any non-agenda item within the jurisdiction of the Board. All comments are subject to a five-minute time limit.

##### 1.2 **EXECUTIVE (CLOSED) SESSION 12:05 P.M.**

The Board will discuss matters outlined in the attached Executive (Closed) Session Agenda (Exhibit A).

#### 2. **SECOND OPEN SESSION AND CALL TO ORDER 1:00 P.M.**

##### 2.1 **Pledge of Allegiance**

##### 2.2 **Public Comment Information Item**

Members of the public may address the Board on any item on the Consent Calendar or on any non-agenda item within the jurisdiction of the Board. No action will be taken by the Board on any non-agenda item. All comments are subject to a five-minute time limit.

##### 2.3 **Approval of Agenda Motion**

##### 2.4 **Oral Report Regarding Executive (Closed) Session Information Item**

Presented by District Legal Counsel David D. Boyer.

**2.5 Board Members' Activities Report**

**Information Item**

Receive and file information regarding meeting participation provided by each of the Board Members through Monthly Activities (aka per diem) Reports.

**2.6 General Manager's Report**

**Information Item**

The General Manager will present information on his activities of possible interest to the Board and that may have consequence to the District.

**3. CONSENT CALENDAR: All matters listed under the Consent Calendar are considered routine by the Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member pulls an item from the Calendar. Pulled items will be discussed and acted on separately by the Board. Members of the public who want to comment on a Consent Calendar item should do so under Public Comments. (ROLL CALL VOTE REQUIRED)**

**3.1 Approval of the June 12, 2024 Regular Meeting Minutes**

**Motion**

Approve the minutes.

**3.2 Groundwater Basin Status Reports**

**Information Item**

Receive and file Monthly Hydrologic Conditions Report for the District.

**3.3 Monthly Investment Report for Month Ending May 31, 2024**

**Information Item**

Receive and review the most current investment report.

**4. MONTHLY REPORTS BY DEPARTMENT**

**4.1 Operations and Maintenance Department Monthly Report**

**Craig Morgan**

**Information Item**

Summary report and presentation on monthly activities of the Operations and Maintenance Department, including but not limited to the District's facilities (Santa Felicia Dam and hydroplant; the Piru Groundwater Recharge facility; the Freeman Diversion; the Saticoy and El Rio Groundwater Recharge facilities; the Pleasant Valley and Pumping Trough Pipeline systems; and the Oxnard Hueneme Pipeline system), encompassing operating plans, the quantity and quality of water diverted and delivered, fish ladder operations, major maintenance problems and repairs, status of Operations and Maintenance projects and safety and training issues.

**4.2 Park and Recreation Department Monthly Report**

**Craig Morgan**

**Information Item**

Summary report and presentation on monthly activities of the Park and Recreation Department, including but not limited to the Lake Piru Recreation Area, encompassing camping and boating policies at the lake; operations and activities; financing and status of facility improvement projects; maintenance activities; security issues; and emergency response activities.

**4.3 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs)**

**John Lindquist**

**Information Item**

Summary report and presentations on the monthly activities of the Water Resources Department including but not limited to updates to the District's Groundwater Flow Model; reservoir releases; importation of State Water Project (SWP) water; optimization of diversion and recharge operations; hydrologic and well conditions; available Forebay storage; support of design of the Extraction Barrier and Brackish (EBB) Water Treatment Project; other potential water supply and sustainability water projects; outreach and educational activities; and various user groups (including but not limited to Oxnard Plain and Pumping Trough Pipeline groups) including monthly activities of the three local Groundwater Sustainability Agencies (Mound Basin GSA, Fillmore and Piru Basins GSA, and the Fox Canyon Groundwater Management Agency), for which the District serves as a member director, and the Santa Paula basin (adjudicated) Technical Advisory Committee (including formation of groundwater sustainability agencies in the District's basins, stakeholder and basin user groups, joint powers or governance agreements, development of water markets, and potential basin boundary changes).

**4.4 Administrative Services Department Monthly Report**

**Josh Perez and Brian Zahn**

**Information Item**

Summary report and presentation on the monthly activities of the Administrative Services Department including but not limited to issues associated with budget development, financial performance versus budget plan, financial accounting requirements and procedures, potential debt issuance and related financial services, status of District investments and reserves, updates on its capital improvement programs, human resources and safety, District property and facilities maintenance and administration, District records and reports, groundwater extraction statements administration, risk management and District liability insurance matters, management of District contracts, policy development, governance procedures, and supporting activities of Board and staff.

**4.5 Engineering Department Monthly Report**

**Dr. Maryam Bral**

**Information Item**

Summary report and presentation on the monthly activities of the Engineering Department, including but not limited to water resources, planning efforts and department programs impacting the District, such as project design and construction; dam safety; FERC license compliance; Freeman Diversion; recycled water; pipeline operations and various engineering analysis.

**4.6 Environmental Services Department Monthly Report**

**Marissa Caringella**

**Information Item**

Summary report and presentation on the monthly activities of the Environmental Services Department, including but not limited to environmental and regulatory issues of note to the District, water releases, operations of the fish ladder at the Freeman Diversion, various monitoring efforts, study plans and issues associated with the Endangered Species Act, including the Section 10 MSHCP process, future fish passage requirements, compliance with the District's FERC license/Biological Opinion, the Santa Felicia Dam, studies and operations in and near Piru Creek, and any interactions with Rancho Temescal and Rancho Camulos.

**5. MOTION ITEMS**

**5.1 Engineering and Operations Department – Dr. Maryam Bral**

**Amendment to the Professional Consulting Services Agreement with Black and Veatch for Santa Felicia Dam Safety Improvement Project - Outlet Works Improvement Project Construction Management and Inspection Services (CIP 8002)**

**Motion**

Authorize the General Manager to award an amendment to the executed Professional Consulting Services Agreement with Black and Veatch Corporation in the amount not to exceed \$1,780,888 (Amendment No. 1) to provide construction management and inspection services, and preconstruction services including an independent review of the construction contract documents for the Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project (CIP 8002).

**5.2 Engineering and Operations Department – Dr. Maryam Bral  
Authorize the Execution of an Agreement with GEI Consultants, Inc.  
to Develop the Final Design Phase, Prepare Final Bid Documents and  
Provide Bid Phase Support Services for the Santa Felicia Dam  
Spillway Improvement Project (CIP 8003)**

**Motion**

Authorize the General Manager to execute an agreement with GEI Consultants, Inc. in the amount of \$2,154,576.00 to develop the final design phase, prepare final bid documents, and provide bid phase support services for the Santa Felicia Dam Spillway Improvement Project (CIP 8003).

**6. BOARD OF DIRECTORS READING FILE**

**7. FUTURE AGENDA ITEMS**

**8. ADJOURNMENT**

*All testimony given before the Board of Directors is recorded. Materials, which are non-exempt public records and are provided to the Board of Directors to be used in consideration of the above agenda items, including any documents provided subsequent to the publishing of this agenda, are available for inspection at the District's offices at 1701 N. Lombard Street, Suite 200, Oxnard CA 93030 during normal business hours.*

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

Approved: 

Anthony Emmert, Assistant General Manager

This agenda was posted Wednesday, July 3, 2024, at 3:00 p.m. at the United Water Conservation District Headquarters, Oxnard, CA and [www.unitedwater.org](http://www.unitedwater.org).

  
Tracy J. Oehler, Clerk of the Board

**EXHIBIT A**  
**EXECUTIVE (CLOSED) SESSION AGENDA**

**1. LITIGATION**

**1.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9(d)(2), two (2) cases.

**1.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9 (d)(1)

- A. Wishtoyo Foundation, et al v. United Water Conservation District, U.S. District Court for the Central District of California, Case No.2:16-cv-03869 GHK (PLAx).
- B. OPV Coalition v Fox Canyon Groundwater Management Agency, Superior Court of the State of California, County of Ventura, Case No. 56-2021-00555357-CU-PT-VTA; Complaint for Comprehensive Groundwater Adjudication of the Oxnard Groundwater Subbasin (No. 4-004.02) and Pleasant Valley Subbasin (No. 4-006) Pursuant to Sections 830, *Et Seq.* of the Code of Civil Procedure; Declaratory Relief; Quiet Title; and Petition for Writs of Mandate.
- C. United Water Conservation District v United States, U.S. Court of Federal Claims, Case No. 22-542L; Complaint for Just Compensation under the 5<sup>th</sup> Amendment.
- D. State of California Department of Transportation v. Santa Elena Farms, LLC, County of Ventura, Case No. 2024CUE1019827 (assigned to Department 41); Complaint in Eminent Domain (Parcels 81213-1, 81213-2, and 81213-3).



## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Tracy J. Oehler, Clerk of the Board

**Date:** June 27, 2024 (July 10, 2024 Meeting)

**Agenda Item:** **2.5 Board Members' Activities Reports**  
**Information Item**

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**Staff Recommendation:**

Receive and file information regarding meeting participation provided by each of the Board of Directors through monthly activities reports (per diems).

**Discussion:**

This item is provided on the agenda of each regular meeting in order to allow Directors to report on non-agenda activities such as:

- 1) UWCD Committee participation – Committee Chair to report on Committee's objectives and actions to the Board.
- 2) Meetings, workshops, conferences, and functions attended during the previous month on behalf of the District.
- 3) Possible conflicts the Directors might have with respect to issues on the agenda.


**Attachment(s):**

A – Directors' Monthly Activities Reports

**Board of Directors**  
**Activities and Expenses for Month** June **Year** 2024

Due on last day of month

Director: Berger

<b>1. UWCD Board Meetings</b> Regular, special or emergency meetings.			<b>Date</b>	<b>Mileage</b>	✓
			6/12	20	
<b>2. UWCD Committee/Advisory Body Meetings</b> Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	<b>Committee Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	✓
	Meeting Daniel Lagofano		6/18	20	
<b>3. Meeting with GM or District Legal Counsel (LC)</b>	<b>W/ GM or LC</b>	<b>Meeting Description &amp; Location</b>	<b>Date</b>	<b>Mileage</b>	✓ ✓
	GM	Agenda Meeting	6/11	20	
		Information Only Meeting	6/21	-	
<b>4. Conferences/Trainings.</b> Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	<b>Event Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>5. Appointed representative to meetings of other entities' Boards.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	✓ ✓ ✓ ✓
	AWA Board Mtg		6/6	20	
	Navy Base VC Change Command		6/7	62	
	COLAB Wheel Mtg		6/19	10	
	AWA Water Wise		6/20	20	
<b>6. Meetings of other government entities at request of BoD, BP or GM.</b> Such as PVCWD, FCGMA or Oxnard City Council.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	✓
	Channel Islands Beach CIBCSO		6/4	7	
<b>7. Meetings with board members or executive management of other agencies.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>8. Public meetings hosted by District regarding District matters</b> Such as Section 10 HCP, Vern Freeman Fish Panel.	<b>Meeting Description &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	

**Board of Directors**  
**Per Diem and Expenses for Month \_\_\_\_\_ Year \_\_\_\_\_**

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities.  At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage	

Other Expenses	Total
Days of out of town travel	
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

\* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	9	x \$260	\$ 2340 -
**not to exceed 10 meetings and \$2,600. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	179	x \$0.67/mile	\$ 119.93
Total other expenses			\$
<b>TOTAL MILEAGE AND OTHER EXPENSES</b>			<b>\$ 2509.93 TO</b>

Director Signature

Date: 7-2-24

General Manager Signature

Date: 03 JUL 2024

*[Handwritten Signature]*  
*[Handwritten Signature]* FOX MEG

Definitions  
 BoD: Board of Directors  
 BP: Board President  
 GM: General Manager

**Board of Directors**  
**Activities and Expenses for Month** 5 **Year** 2024

Due on last day of month

Director: Mohammed Hasan, P.E.

<b>1. UWCD Board Meetings</b> Regular, special or emergency meetings.		<b>Date</b>	<b>Mileage</b>
		5-15	12
<b>2. UWCD Committee/Advisory Body Meetings</b> Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	<b>Committee Name &amp; Location</b>	<b>Date</b>	<b>Mileage</b>
	Recreation	5-1	12
<b>3. Meeting with GM or District Legal Counsel (LC)</b>	<b>W/ GM or LC</b>	<b>Meeting Description &amp; Location</b>	<b>Date</b>
<b>4. Conferences/Trainings.</b> Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	<b>Event Name &amp; Location</b>	<b>Date</b>	<b>Mileage</b>
	ACWA Sacramento	5 - 6,7,8,9 (3)	789
	<del>AAWRE induction, Milwaukee, WI</del>	<del>5-10,20,21</del>	-
<b>5. Appointed representative to meetings of other entities' Boards.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	<b>Entity Name &amp; Location</b>	<b>Date</b>	<b>Mileage</b>
	AWAVC board	5-2	-
<b>6. Meetings of other government entities at request of BoD, BP or GM.</b> Such as PVCWD, FCGMA or Oxnard City Council.	<b>Entity Name &amp; Location</b>	<b>Date</b>	<b>Mileage</b>
			-
<b>7. Meetings with board members or executive management of other agencies.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	<b>Entity Name &amp; Location</b>	<b>Date</b>	<b>Mileage</b>
<b>8. Public meetings hosted by District regarding District matters</b> Such as Section 10 HCP, Vern Freeman Fish Panel.	<b>Meeting Description &amp; Location</b>	<b>Date</b>	<b>Mileage</b>

**Board of Directors**  
**Per Diem and Expenses for Month 5 \_\_\_\_\_ Year 2024**

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities.  At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage	

Other Expenses	Total
Days of out of town travel	4
Lodging*	\$ 1
Meals*	20.20
Transportation*	\$
Misc.*	\$

\* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	6	x \$260	\$ 1560 -
**not to exceed 10 meetings and \$2,600. per month or 1 meeting per day			
Total days of travel	4	x \$100.00/day	378.80
Total # of miles	24	x \$0.655/mile .67	\$ 16.08
Total other expenses			\$ 225.97 *
<b>TOTAL MILEAGE AND OTHER EXPENSES</b>			<b>\$ 2231.85</b>

Director Signature

*Mohammed Hassan*

Date: 6-20-24

General Manager Signature

*[Signature]*

FOR  
MEG

Date: 03 JUL 2024

**Definitions**

- BoD: Board of Directors
- BP: Board President
- GM: General Manager

\* MILEAGE  $789 \times .67 = 528.63$   
 PER FINANCIAL POLICY CANNOT BE  
 MORE THAN AIRFARE. USED THE  
 COST OF DIRECTOR KOELING'S FLIGHT.



108

05-28-24

<b>Mauricio Guardado</b>	Folio No. : <b>1037392</b>	Room No. : <b>0828</b>
<b>1701 North Lombard Street</b>	A/R Number :	Arrival : <b>05-06-24</b>
<b>Oxnard CA 93030</b>	Group Code :	Departure : <b>05-09-24</b>
<b>United States</b>	Company :	Conf. No. : <b>44944762</b>
	Membership No. :	Rate Code : <b>IMSTI</b>
Hasan, Mohammad	Invoice No. :	Page No. : <b>1 of 2</b>

Date	Description	Charges	Credits
05-06-24	*Accommodation	124.00	
05-06-24	Room Tax	14.88	
05-06-24	City Assessment	3.72	
05-06-24	Sacramento Tourism Infrastruc	1.24	
05-06-24	CA Tourism Assessment	0.24	
05-06-24	Express Parking	30.00	
05-07-24	The Cyprus Grille	20.20	
	Room# 0828 : CHECK# 0013300		
05-07-24	*Accommodation	124.00	
05-07-24	Room Tax	14.88	
05-07-24	City Assessment	3.72	
05-07-24	Sacramento Tourism Infrastruc	1.24	
05-07-24	CA Tourism Assessment	0.24	
05-07-24	Express Parking	30.00	
05-08-24	*Accommodation	124.00	
05-08-24	Room Tax	14.88	
05-08-24	City Assessment	3.72	
05-08-24	Sacramento Tourism Infrastruc	1.24	
05-08-24	CA Tourism Assessment	0.24	
05-08-24	Express Parking	30.00	
05-09-24	Visa		542.44
	XXXXXXXXXXXX5178		

Holiday Inn Sacramento Downtown Arena  
 300 J Street  
 Sacramento, CA 95814  
 Telephone: (916)446-0100 Fax: (916)446-0117



108

05-28-24

<b>Mauricio Guardado</b>	Folio No. : <b>1037392</b>	Room No. : <b>0828</b>
<b>1701 North Lombard Street</b>	A/R Number :	Arrival : <b>05-06-24</b>
<b>Oxnard CA 93030</b>	Group Code :	Departure : <b>05-09-24</b>
<b>United States</b>	Company :	Conf. No. : <b>44944762</b>
	Membership No. :	Rate Code : <b>IMSTI</b>
Hasan, Mohammad	Invoice No. :	Page No. : <b>2 of 2</b>

Date	Description	Charges	Credits
<b>Total</b>		<b>542.44</b>	<b>542.44</b>
<b>Balance</b>		<b>0.00</b>	

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Insert Local Legal Text Here. (Owned and Operated by ABC Hotels Inc.)

**Board of Directors**  
**Activities and Expenses for Month** 6 **Year** 2024

Due on last day of month

Director: Mohammed Hasan, P.E.

<b>1. UWCD Board Meetings</b> Regular, special or emergency meetings.		<b>Date</b>	<b>Mileage</b>	
		6-12	12	✓
<b>2. UWCD Committee/Advisory Body Meetings</b> Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	<b>Committee Name &amp; Location</b>	<b>Date</b>	<b>Mileage</b>	
<b>3. Meeting with GM or District Legal Counsel (LC)</b>	<b>W/ GM or LC</b>	<b>Meeting Description &amp; Location</b>	<b>Date</b>	<b>Mileage</b>
		Daniel Icofano	6-18	12
<b>4. Conferences/Trainings.</b> Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	<b>Event Name &amp; Location</b>	<b>Date</b>	<b>Mileage</b>	
	CoLab	6-19	-	✓
<b>5. Appointed representative to meetings of other entities' Boards.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	<b>Entity Name &amp; Location</b>	<b>Date</b>	<b>Mileage</b>	
	WVCBA Oxnard state of city	6-14	15	✓
	AWA waterwise	6-20	VIRTUAL	✓
	Farm Bureau TGIF	6-28	12	✓
	Ventura Water Commission	6-24	15	✓
<b>6. Meetings of other government entities at request of BoD, BP or GM.</b> Such as PVCWD, FCGMA or Oxnard City Council.	<b>Entity Name &amp; Location</b>	<b>Date</b>	<b>Mileage</b>	
			-	
<b>7. Meetings with board members or executive management of other agencies.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	<b>Entity Name &amp; Location</b>	<b>Date</b>	<b>Mileage</b>	
<b>8. Public meetings hosted by District regarding District matters</b> Such as Section 10 HCP, Vern Freeman Fish Panel.	<b>Meeting Description &amp; Location</b>	<b>Date</b>	<b>Mileage</b>	

**Board of Directors**  
**Per Diem and Expenses for Month 6 Year 2024**

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities.  At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage	

Other Expenses	Total
Days of out of town travel	
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

\* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	<u>7</u>	x \$260	\$ <u>1820</u> -
**not to exceed 10 meetings and \$2,600. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	<u>66</u>	x \$0.655/mile. <u>67</u>	\$ <u>44.22</u>
Total other expenses	<u>ATTACHED</u>		\$ <u>30</u> -
<b>TOTAL MILEAGE AND OTHER EXPENSES</b>			<b>\$ <u>1944.22</u> TO</b>

Director Signature

*Muhammad Hassan*

Date: 6-30-24

General Manager Signature

*[Signature]*

Date: 03 JUL 2024

Definitions

- BoD: Board of Directors
- BP: Board President
- GM: General Manager

## Tracy Oehler

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**From:** Jason Call [REDACTED]  
**Sent:** Saturday, June 29, 2024 9:57 AM  
**To:** Tracy Oehler  
**Subject:** Farm Bureau TGIF

Proceed with caution. This email originated from outside the District.

Dear Tracy,  
I attended TGIF yesterday. Last month you paid me back the cash I spent at the Farm bureau event.  
Can this month be the same please?  
Thanks.  
Mohammed

6/28/24 TGIF Dearmore BBQ

Paid : \$ 30.00




This message was scanned by Microsoft.

**Board of Directors**  
**Activities and Expenses for Month** June **Year** 2024

Due on last day of month

Director: Keeling

<b>1. UWCD Board Meetings</b> Regular, special or emergency meetings.			<b>Date</b>	<b>Mileage</b>	
			06/12	26	✓
<b>2. UWCD Committee/Advisory Body Meetings</b> Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	<b>Committee Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
	Finance/Audit		06/03	26	✓
<b>3. Meeting with GM or District Legal Counsel (LC)</b>	<b>W/ GM or LC</b>	<b>Meeting Description &amp; Location</b>	<b>Date</b>	<b>Mileage</b>	
		Meet with Daniel Iacofano	06/18	26	✓
<b>4. Conferences/Trainings.</b> Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	<b>Event Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>5. Appointed representative to meetings of other entities' Boards.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
	Mound Basin		06/24	28	✓
<b>6. Meetings of other government entities at request of BoD, BP or GM.</b> Such as PVCWD, FCGMA or Oxnard City Council.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>7. Meetings with board members or executive management of other agencies.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>8. Public meetings hosted by District regarding District matters</b> Such as Section 10 HCP, Vern Freeman Fish Panel.	<b>Meeting Description &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	

**Board of Directors**  
**Per Diem and Expenses for Month \_\_\_\_\_ Year \_\_\_\_\_**

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities.  At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage	

Other Expenses	Total
Days of out of town travel	
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

\* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	4	x \$260	\$1040 -
**not to exceed 10 meetings and \$2,600. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	106	x \$0.67/mile	\$ 71.02
Total other expenses			\$
<b>TOTAL MILEAGE AND OTHER EXPENSES</b>			<b>\$ 1161.02</b>

Director Signature

*Catherine Keating*

Date: 6/25/2024

General Manager Signature

*[Signature]* FOR MEG

Date: 03 JUL 2024

**Definitions**

BoD: Board of Directors

BP: Board President

GM: General Manager



## STAFF REPORT

**To:** UWCD Board of Directors

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

**Date:** June 27, 2024 (July 10, 2024 Meeting)

**Agenda Item:** 2.6 General Manager's Report  
Information Item

---

### **Staff Recommendation:**

The General Manager will present information on his activities of possible interest to the Board and that may have consequences to the District.

### **Discussion:**

The General Manager's primary responsibility is to ensure that the policies and directions of the Board of Directors are adhered to as he oversees and manages the efforts of the department managers and their staff in the day-to-day operation and administration of the District. All of these efforts are to be consistent with the District's Mission Statement and within the fiscal constraints set by the Board of Directors.

The District's managers provide detailed monthly updates to the Board of Directors which outline projects' statuses, accomplishments, issues of concern, projects planning, etc. The monthly General Manager's report provides an opportunity for the General Manager to discuss issues that may impact the efforts of the separate departments as they pursue their defined goals and objectives. The report also provides the Board with information on the District's efforts and involvement in local, regional and state-wide issues.

Finally, the monthly General Manager's report offers the Board of Directors an overview of how their policies and directions are being administered through discussion of the work plan and efforts of the General Manager. Type text here



## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Tracy Oehler, Executive Assistant/Clerk of the Board

**Date:** June 27, 2024 (July 10, 2024, meeting)

**Agenda Item:** 3.1 Approval of the June 12, 2024 Regular Meeting Minutes  
Motion

---

**Staff Recommendation:**  
Approve the minutes.



Board of Directors  
Sheldon G. Berger President  
Lynn E. Maulhardt, Vice President  
Catherine P. Keeling, Secretary/Treasurer  
Keith Ford  
Mohammed A. Hasan  
Steve Huber  
Gordon Kimball

General Manager  
Mauricio E. Guardado, Jr.

Legal Counsel  
David D. Boyer

## MINUTES REGULAR BOARD MEETING

Wednesday, June 12, 2024, 12:00 p.m.  
Board Room, UWCD Headquarters  
1701 N. Lombard Street, Oxnard CA 93030

### ROLL CALL

**Present:** Directors Ford, Hasan, Huber, Maulhardt, Kimball, Keeling, and President Berger

**Absent:** None

1. **FIRST OPEN SESSION:** 12:01 p.m.

1.1 **Public Comments:** None

1.2 **EXECUTIVE (CLOSED) SESSION:** 12:03 p.m.

The Board will discuss matters outlined in the attached Executive (Closed) Session Agenda (Exhibit A).

2. **SECOND OPEN SESSION AND CALL TO ORDER:** 1:00 p.m.

2.1 **Pledge of Allegiance:** Director Huber

2.2 **Public Comment:** None

2.3 **Approval of Agenda**

**Action:** M/S/C (Hasan/Huber) to approve the agenda.

**Voice Vote:** All Ayes

2.4 **Oral Report Regarding Executive (Closed) Session**

District Legal Counsel David D. Boyer stated there was no reportable action.

2.5 **Board Members' Activities Report**

Received and filed.

2.6 **General Manager's Report**

Received and filed.

**2.7 Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2023.**

Received and filed.

**3. CONSENT CALENDAR**

**Action:** M/S/C (Hasan/Maulhardt) to approve the consent calendar.

**Vote:** Ayes: Ford, Hasan, Huber, Keeling, Kimball, Maulhardt, and Berger; Noes: None; Absent: None

**3.1 Approval of the May 15, 2024 Regular Meeting Minutes and the May 28, 2024 Special Meeting Minutes**

Approved the minutes.

**3.2 Groundwater Basin Status Reports**

Received and filed.

**3.3 Monthly Investment Report for Month Ending April 30, 2024**

Received and filed.

**3.4 Fiscal Year Third Quarter 2023-2024 Financial Reports (January 1 – March 31, 2024)**

Received and filed.

**3.5 Adopt Resolution No. 2024-08 Reappointing a Board Member of United Water Conservation District to Serve on Mound Basin Groundwater Sustainability Agency's Board of Directors**

Adopted Resolution No. 2024-08 reappointing United Water Conservation District representative and Board member Catherine P. Keeling to serve as a Member Director for the Mound Basin Groundwater Sustainability Agency.

**3.6 Adopt Resolution No. 2024-09 Approving the California Environmental Quality Act (CEQA) Initial Study-Mitigated Negative Declaration (IS-MND) and issuance of the Notice of Determination (NOD) for the PTP Recycled Water Connection, Laguna Road Pipeline Project**

Adopted Resolution No. 2024-09 of the United Water Conservation District approving the IS-MND and accompanying Mitigation Monitoring and Reporting Program for the PTP Recycled Water Connection Laguna Road Pipeline Project (Project), authorizing its implementation by the General Manager, and directing the Environmental Services Manager to file a NOD in accordance with CEQA.

**4. MONTHLY REPORTS BY DEPARTMENT**

**4.1 Operations and Maintenance Department Monthly Report**

Report received and filed; no presentation was given.

**4.2 Park and Recreation Department Monthly Report**

Report received and filed; no presentation was given.

**4.3 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs)**

Report received and filed; no presentation was given.

**4.4 Administrative Services Department Monthly Report  
Josh Perez and Brian Zahn**

Report received and filed; no presentation was given.

**4.5 Engineering Department Monthly Report**

Report received and filed; no presentation was given.

**4.6 Environmental Services Department Monthly Report  
Marissa Caringella**

Report received and filed; no presentation was given.

**5. MOTION ITEMS**

**5.1 Finance Department – Brian Zahn  
Adopt Resolution No. 2024-10 to Request the County Auditor-Controller to Compute and Affix a Tax Rate for the Fiscal Year 2024-2025 Sufficient to Satisfy State Water Project Charges**

**Action:** M/S/C (Hasan/Maulhardt) to adopt Resolution No. 2024-10 requesting the County Auditor-Controller to compute and affix a tax rate for FY 2024-25 to provide approximately \$4,832,000 in property tax revenue sufficient to satisfy a portion of the voter approved debt for State Water Project costs.

**Vote:** Ayes: Ford, Hasan, Huber, Keeling, Kimball, Maulhardt, and Berger; Noes: None; Absent: None

**5.2 PUBLIC HEARING**

**Water Resources Department – Dr. Maryam Bral and John Lindquist  
Conclusion of Annual Groundwater Hearing, Acceptance of Public  
Comment, and Setting of 2024-25 Zones and Extraction Charges**

**Action:** M/S/C (Maulhardt/Huber) to adopt Resolution 2024-11 A Resolution of the Board of Directors of United Water Conservation District Making Findings and Determinations from the Evidence Submitted Concerning the Groundwater Conditions of United Water Conservation District.

**Vote:** Ayes: Ford, Hasan, Huber, Keeling, Kimball, Maulhardt, and Berger; Noes: None; Absent: None

**Action:** M/S/C (Maulhardt/Keeling) to adopt Resolution 2024-12 A Resolution of the Board of Directors of United Water Conservation District Making Additional Findings and Determinations from the Evidence Submitted Concerning Groundwater Conditions of United Water Conservation District, Determining and Establishing Groundwater Extraction Charge Zones and Levying, Assessing and Fixing Groundwater Extraction Charges Against All Persons Operating Groundwater Producing Facilities Within Such Zones for the 2024-2025 Water Year.

**Vote:** Ayes: Ford, Hasan, Huber, Keeling, Kimball, Maulhardt, and Berger; Noes: None; Absent: None

**5.3 Finance Department – Brian Zahn**

**Adopt Resolution No. 2024-13 Adopting the Proposed District Budget Plan, Overhead Allocation Method, Staffing Levels, and Salary Schedules for Fiscal Year 2024-2025, and Appropriation Carryovers from Fiscal Year 2023-2024**

**Action:** M/S/C (Hasan/Huber) to adopt Resolution No. 2024-13 adopting the proposed District Budget Plan, Overhead Allocation Method, Staffing Levels, and Salary Schedules for Fiscal Year 2024-25, and Appropriation Carryovers from FY 2023-24.

**Vote:** Ayes: Ford, Hasan, Huber, Keeling, Kimball, Maulhardt, and Berger; Noes: None; Absent: None

**5.4 Administration – Mauricio Guardado  
Naming of the Lake Piru Store**

**Public Speaker:** Bert Perello

**Action:** M/S/C (Hasan/Ford) to approve the Condor Point Store name for the Lake Piru store.

**Vote:** Ayes: Ford, Hasan, Huber, Keeling, Kimball, Maulhardt, and Berger; Noes: None; Absent: None

**6. BOARD OF DIRECTORS READING FILE**

**7. FUTURE AGENDA ITEMS**

**8. ADJOURNMENT**

The meeting was adjourned at 2:14 p.m.

I certify that the above is a true and correct copy of the minutes of the UWCD Board of Directors meeting of Jun 12, 2024.

ATTEST: \_\_\_\_\_  
Catherine P. Keeling, Board Secretary

ATTEST: \_\_\_\_\_  
Tracy J. Oehler, Clerk of the Board

**EXHIBIT A**  
**EXECUTIVE (CLOSED) SESSION AGENDA**

**1. LITIGATION**

**1.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9(d)(2), two (2) cases.

**1.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9 (d)(1)

- A. Wishtoyo Foundation, et al v. United Water Conservation District, U.S. District Court for the Central District of California, Case No.2:16-cv-03869 GHK (PLAx).
- B. OPV Coalition v Fox Canyon Groundwater Management Agency, Superior Court of the State of California, County of Ventura, Case No. 56-2021-00555357-CU-PT-VTA; Complaint for Comprehensive Groundwater Adjudication of the Oxnard Groundwater Subbasin (No. 4-004.02) and Pleasant Valley Subbasin (No. 4-006) Pursuant to Sections 830, *Et Seq.* of the Code of Civil Procedure; Declaratory Relief; Quiet Title; and Petition for Writs of Mandate.
- C. United Water Conservation District v United States, U.S. Court of Federal Claims, Case No. 22-542L; Complaint for Just Compensation under the 5<sup>th</sup> Amendment.
- D. State of California Department of Transportation v. Santa Elena Farms, LLC, County of Ventura, Case No. 2024CUE1019827 (assigned to Department 41); Complaint in Eminent Domain (Parcels 81213-1, 81213-2, and 81213-3).



# 2023 Financial Audit




Presented by:  
Ryan Domino, CPA, Partner

June 12, 2024


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1



## Scope of Engagement



- LSL has been engaged by UWCD to perform the financial statement audit in accordance with generally accepted auditing standards and *Government Auditing Standards*



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2

## Scope of Engagement

- Interim Fieldwork
  - June 19 – June 22, 2023
  - Examined internal controls
  - Provided feedback to management
  - Performed our audit risk assessment
  - Planned year-end audit procedures to respond to risk
- Year-End Fieldwork
  - Dec. 11 – Dec. 15, 2023
  - Detailed testing of account balances and transactions
  - Compliance testing with laws, regulations, grant agreements, contracts
  - Other procedures necessary to obtain sufficient, appropriate audit evidence



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3

## Results of Audit

- We issued an unmodified auditor's opinion on the financial statements.
  - Financial statements are accurate and reliable as of June 30, 2023.
- We issued the Report on Internal Control and Compliance
  - No significant deficiencies in internal control noted.
  - No material weaknesses in internal control noted.
  - No material noncompliance with laws, regulations, grants, etc. noted.



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4

## Results of Audit

- We had no doubts about the District's ability to continue as a going concern as of June 30, 2023.
  - *Going concern is "accounting speak" for "continuing operations"*
  - *No doubts = entity does not appear to have likely severe financial trouble within the next 12 months*
  - *Going concern doubt = significant financial troubles likely within 12 months*
- We identified no fraud, waste, or abuse during the fiscal year ended June 30, 2023.
- We had no disagreements with management about application of accounting principles.
- Delay in audit issuance due to new accounting standard GASB 96.
- We determined that all estimates used by management in preparing the financial statements were reasonable.



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5

## Changes from Prior Year

- During the fiscal year ended June 30, 2023, UWCD changed accounting principles related to the accounting for subscription-based information technology arrangements (GASB 96).
- GASB 96 requires that a subscription asset and subscription liability be recognized. This resulted in:
  - A net subscription asset in the amount of \$190,159
  - A subscription liability in the amount of \$184,767



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6



## Financial Highlights

- Net position (reserves) increased \$15.6M to \$137.5M at EOY
- Unrestricted net position represented 80% of operating expenses and 21% of total reserves.
- Capital assets increased \$19.7M or 17%.
- Long-term debts decreased \$0.9M or 3%.
- Pension liability increased \$7.4M due to CalPERS ROI.
- OPEB asset decreased \$0.2M due to ROI.



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## Questions



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8



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**United Water**  
CONSERVATION DISTRICT

**BOARD OF DIRECTORS MEETING**  
June 12, 2024

1

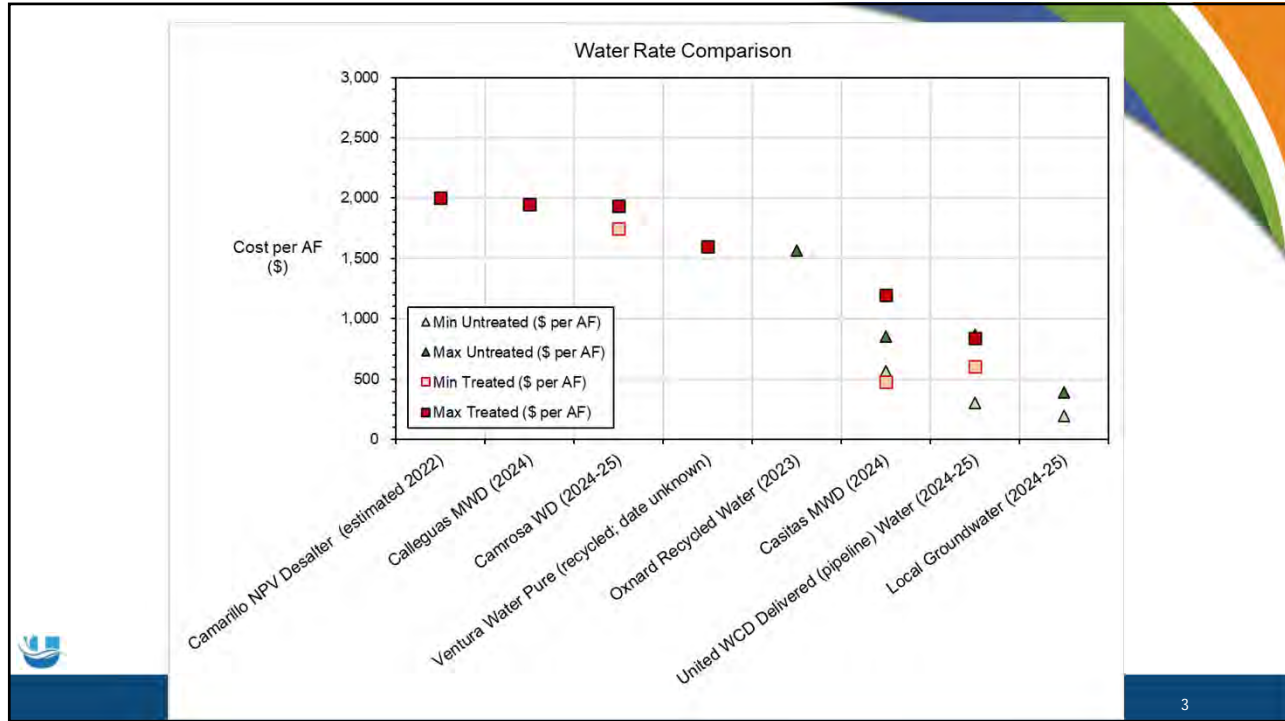


**United Water**  
CONSERVATION DISTRICT

**General Manager's Report**

June 12, 2024

2



3

The District's mission is to *manage, protect, conserve, and enhance the water resources of the District and produce a reliable and sustainable supply of groundwater for the reasonable and beneficial use of all users.*

YEAR 2024-25	Base Rate	Regulatory Adjusted Rate	Rate Reduction
ZONE A - AG	\$ 135.07	\$ 103.21	23.6%
ZONE A - M&I	\$ 151.28	\$ 115.59	23.6%
ZONE B - AG	\$ 135.25	\$ 66.00	51.2%
ZONE B - M&I	\$ 151.48	\$ 73.92	51.2%

4





**STAFF REPORT**

**To:** UWCD Board of Directors

**Through:** Mauricio E. Guardado, Jr., General Manager  
Maryam Bral, Chief Engineer  
John Lindquist, Water Resources Supervisor

**From:** Kathleen Kuepper, Hydrogeologist  
Bram Sercu, Senior Hydrologist

**Date:** June 25, 2024 (July 10, 2024, Meeting)

**Agenda Item:** 3.2 Groundwater Basin Status Report  
Informational Item

**Staff Recommendation:**

The Board will receive and file the Monthly Hydrologic Conditions Report for the District for the month of May 2024.

**Summary:**

Diversions, Recharge and Ag Pipeline Deliveries for Month of May 2024\*

Activity	Amount (acre-feet)
Total Diversions at Freeman Diversion	5,978
Lloyd-Butler Mutual Water Company surface water use	NA
Recharge to Saticoy basins (metered + unmetered)	1,606
Recharge to Noble and Rose basins	2,117
Recharge to El Rio basins	1,199
Total Ag Pipeline Deliveries of water diverted at Freeman	1,055
Total Ag Pipeline Deliveries of water pumped from Saticoy Well Field	0
Recharge to Piru spreading grounds	0

\*Provisional data. Final data are made available in the September Hydrologic Conditions Report of each water year.

Groundwater Basin Available Storage at End of Month of May 2024

Basin	Available Storage (acre-feet)
Oxnard Forebay	7,000

Precipitation for Month of May 2024

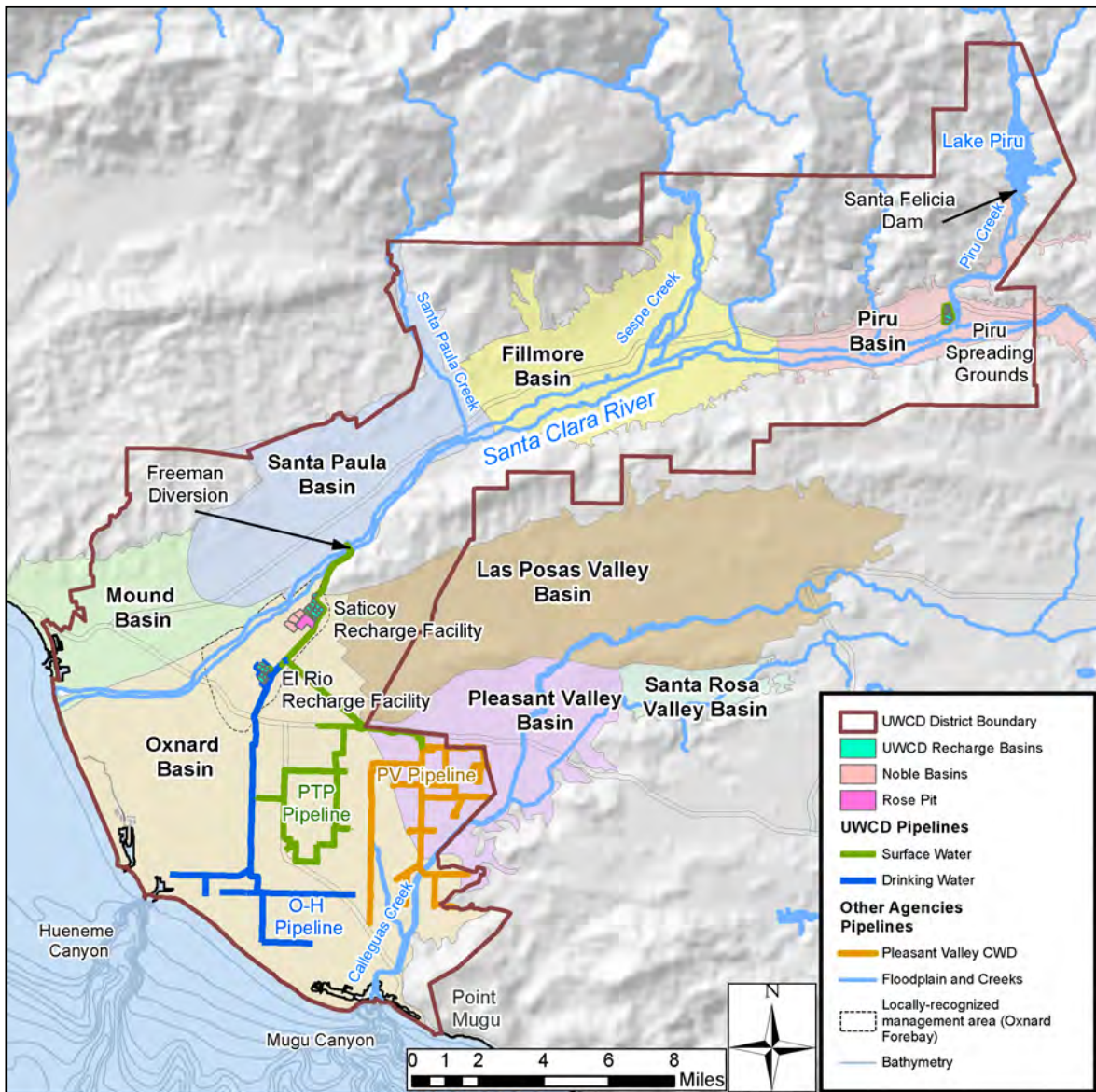
Location	Precipitation (inches)
Lake Piru	0.11
Santa Paula	0.07
El Rio	0.04



# United Water CONSERVATION DISTRICT

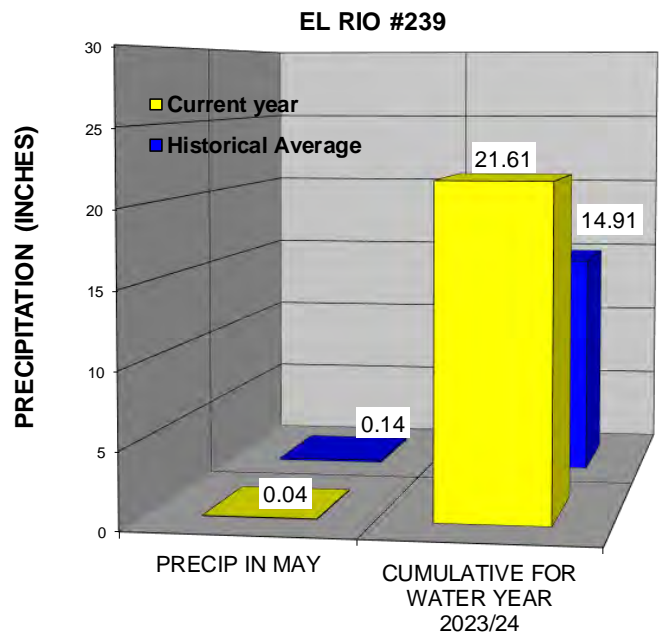
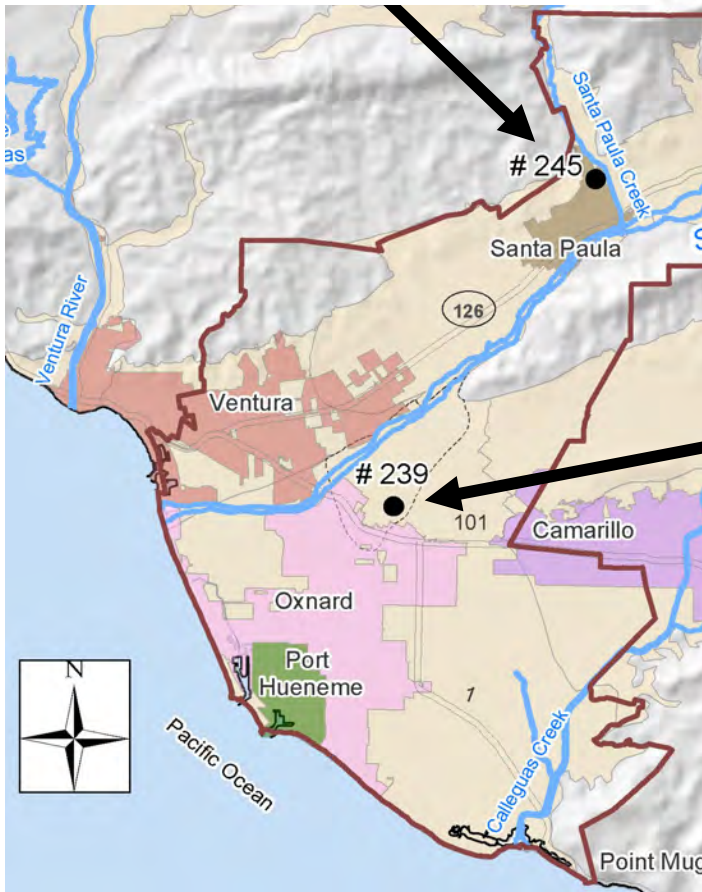
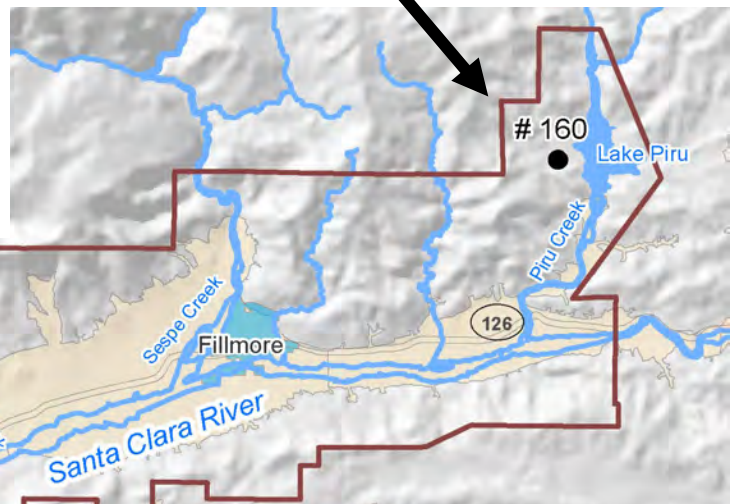
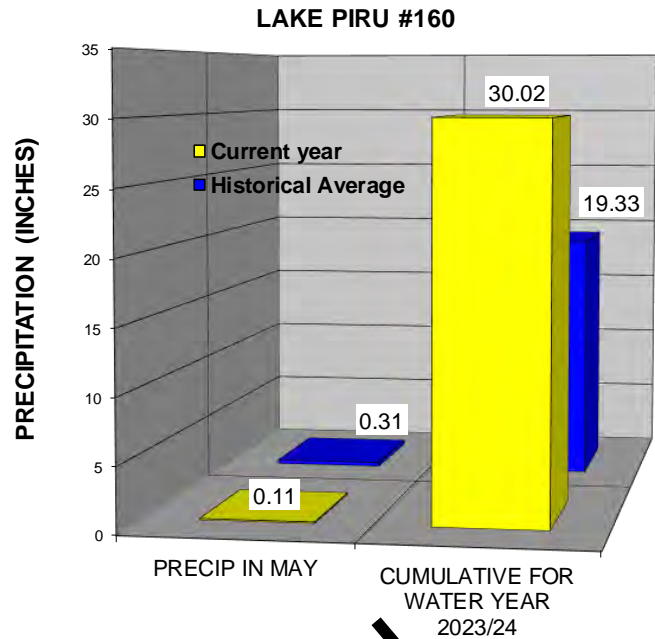
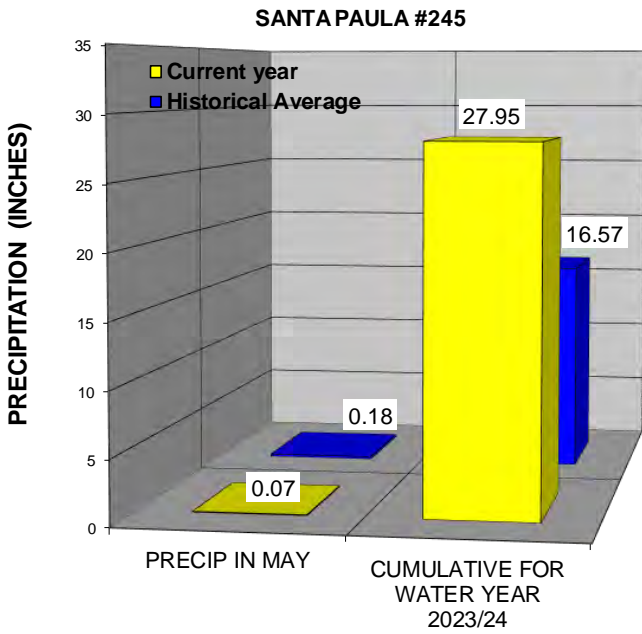
## May 2024 Hydrologic Conditions Report 2023/24 Water Year

June 25, 2024



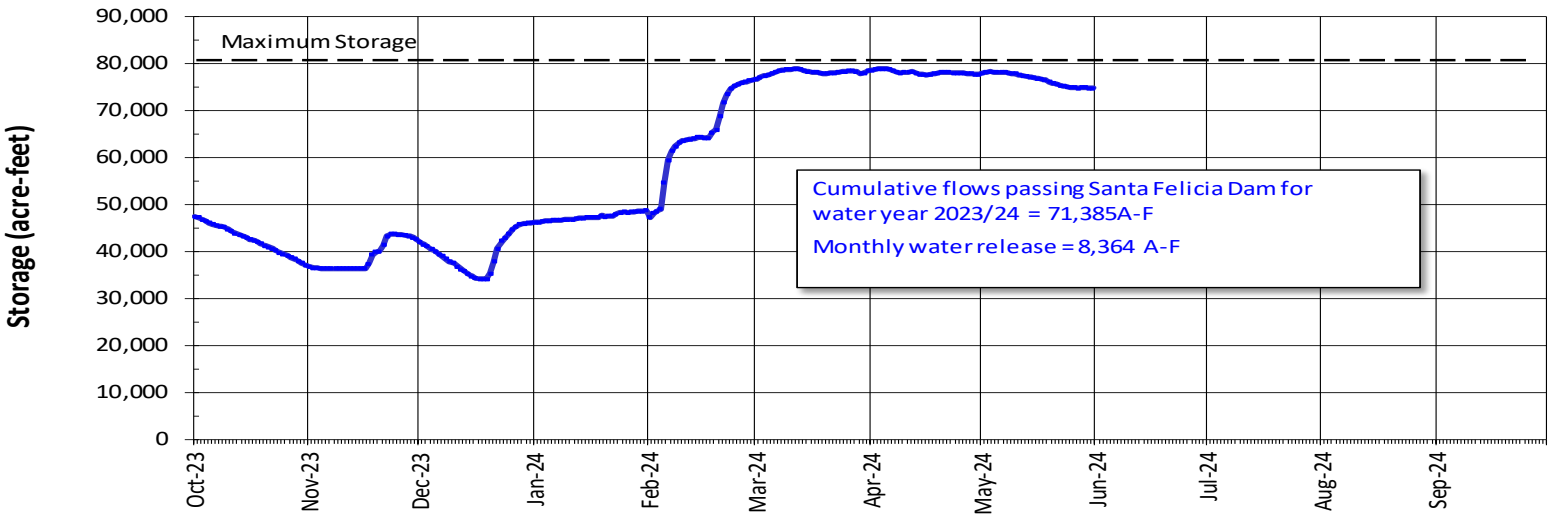
*Note: This report may contain provisional data until final review at the end of the water year.*

# Precipitation



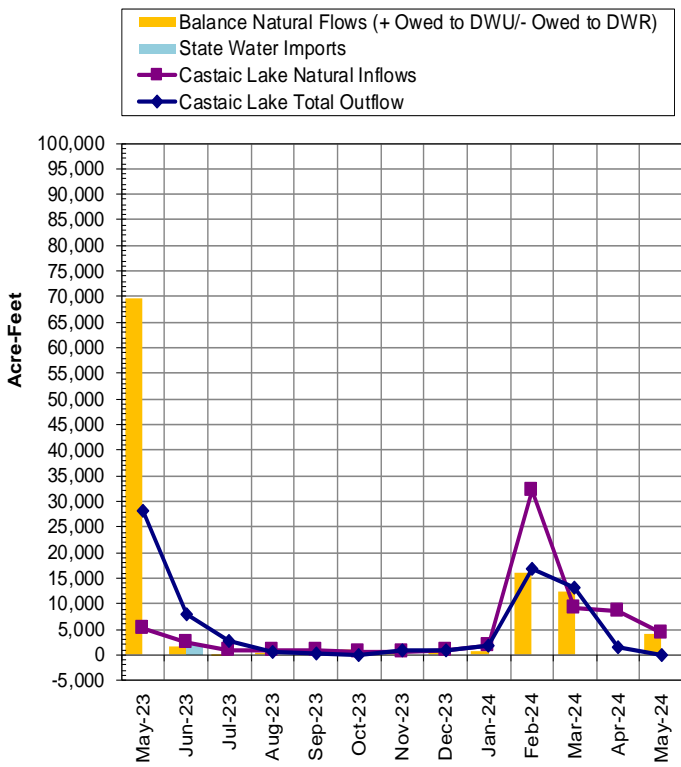
District-wide percent of normal precipitation = 157%

## Lake Piru Storage and Outflow

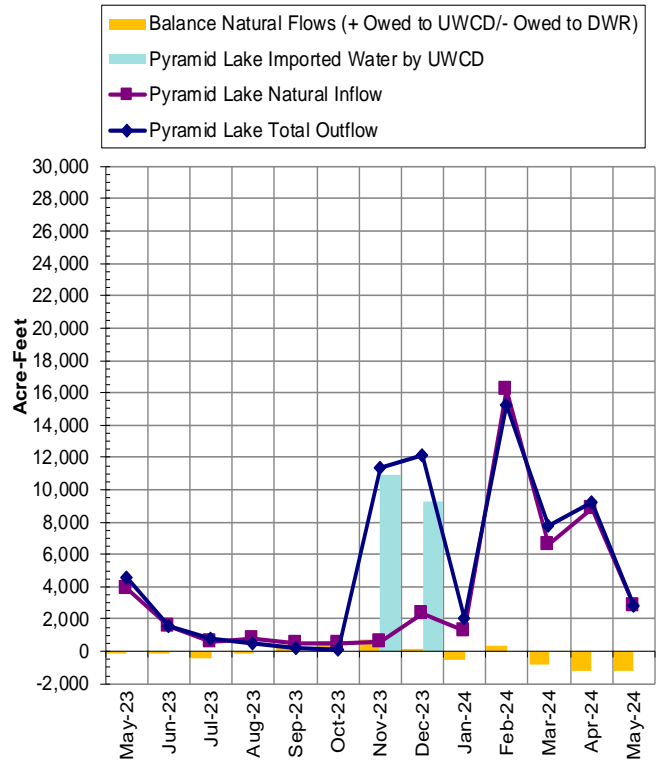


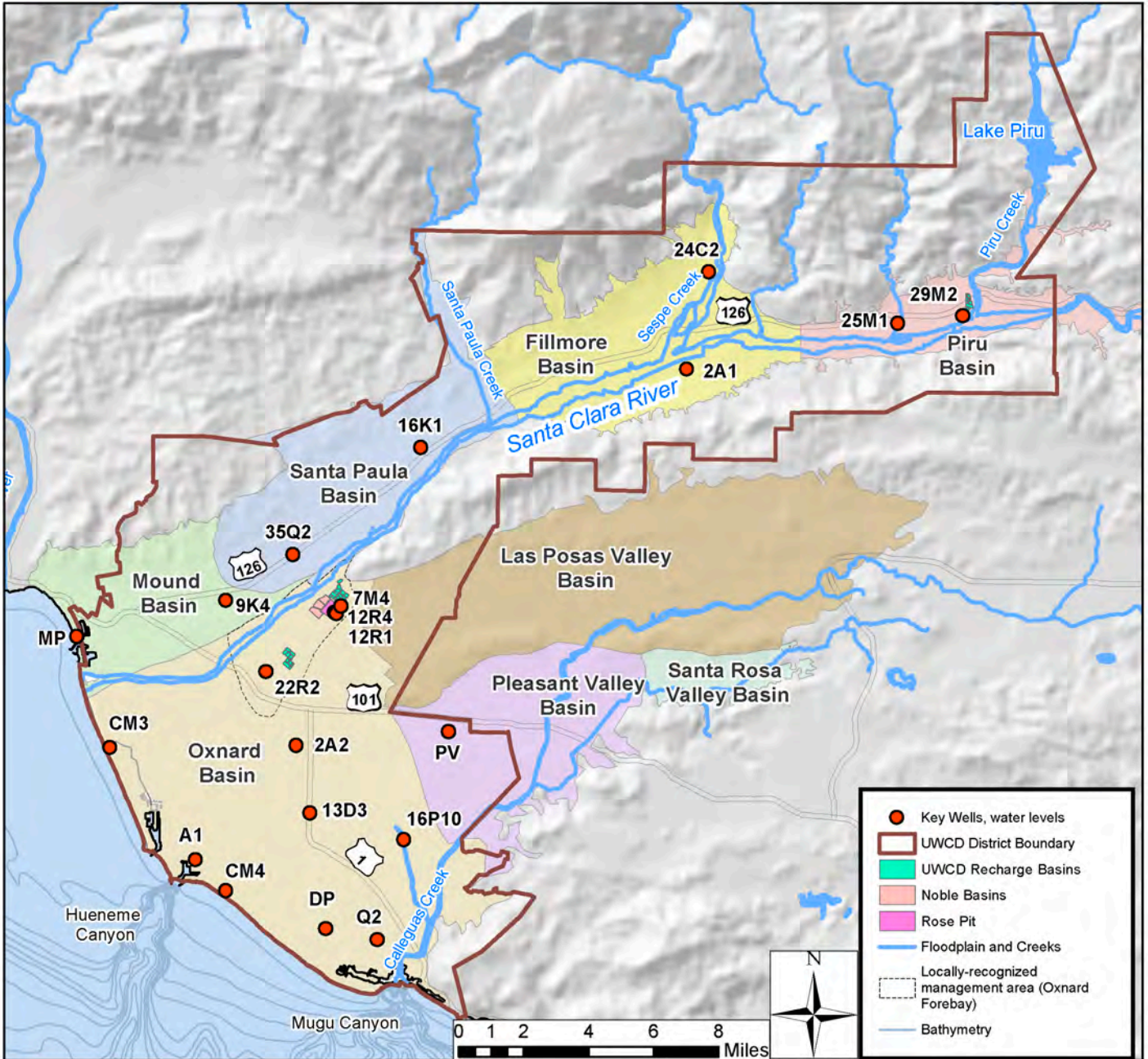
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Hydro Plant Outflow (Acre-Feet)	0	0	0	0	0	0	0	0	0			
Cumulative Hydro Plant Outflow (A-F)	0	0	0	0	0	0	0	0				

### Castaic Lake releases to downstream water users (DWU)



### Pyramid Lake releases to UWCD

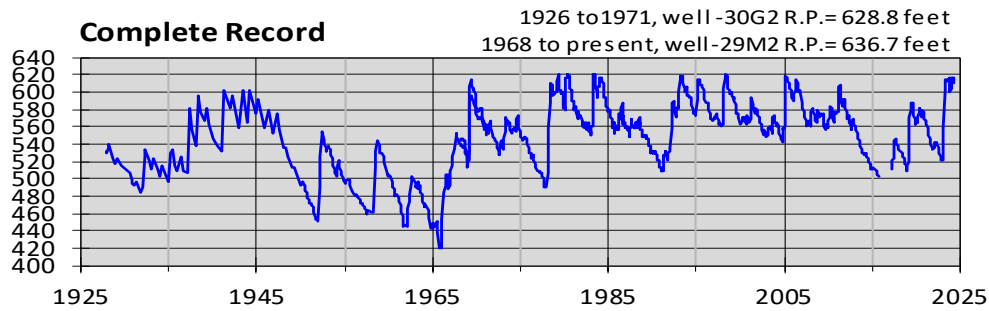
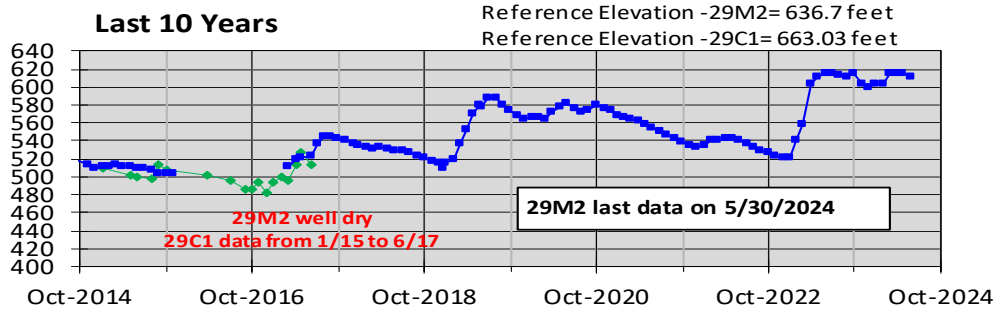




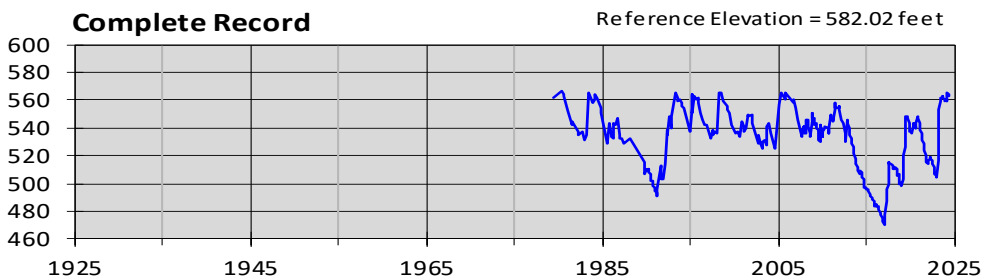
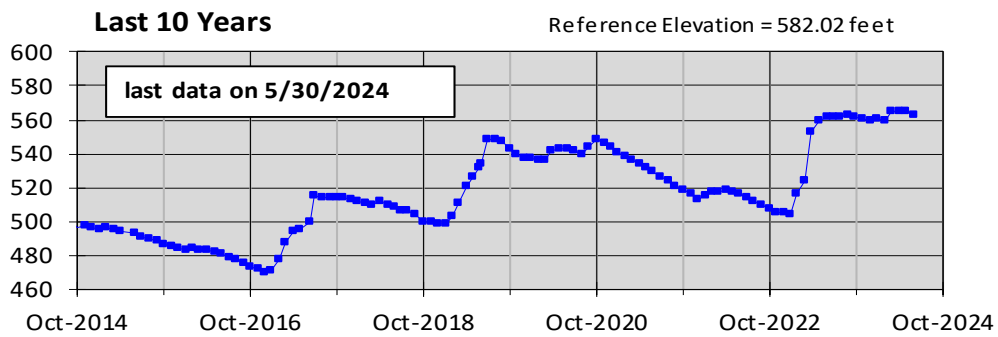
# Locations of Key Wells, Monthly Groundwater Elevation Monitoring

# Groundwater Elevation Records – Piru Basin

Well 04N18W29M02S (29M2)



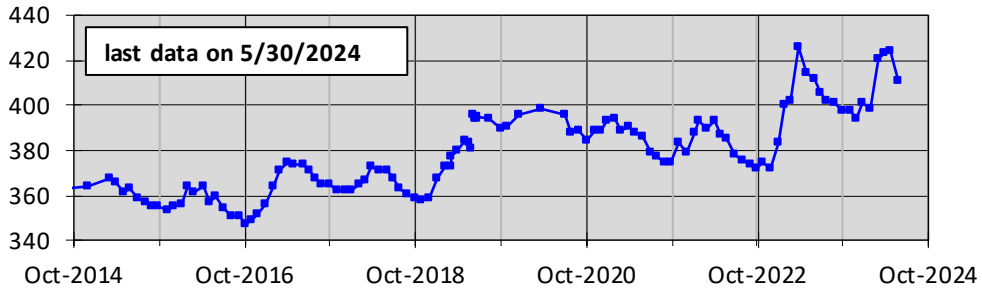
Well 04N19W25M01S (25M1)



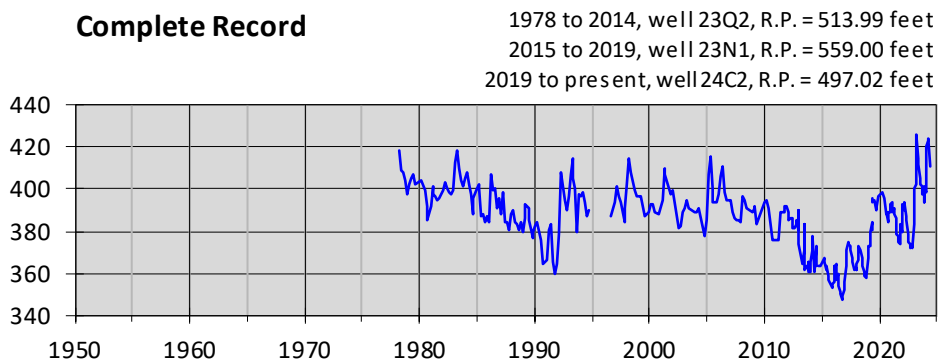
# Groundwater Elevation Records – Fillmore Basin

Well 04N20W24C02S (24C2)

## Last 10 Years



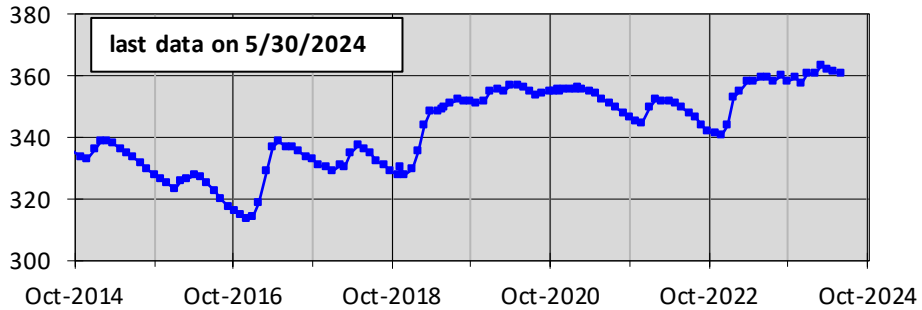
## Complete Record



Well 03N20W02A01S (2A1)

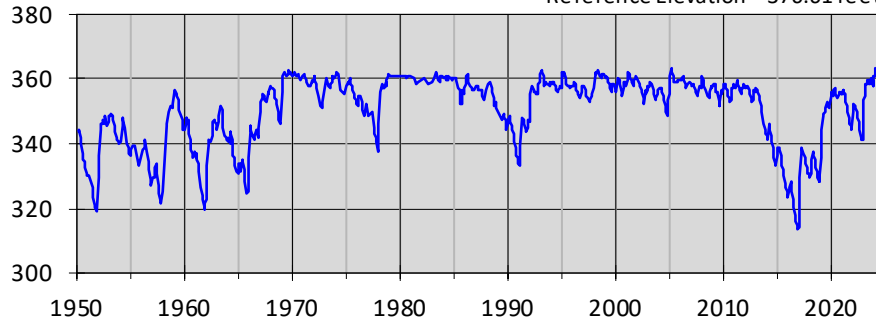
## Last 10 Years

Reference Elevation = 376.61 feet

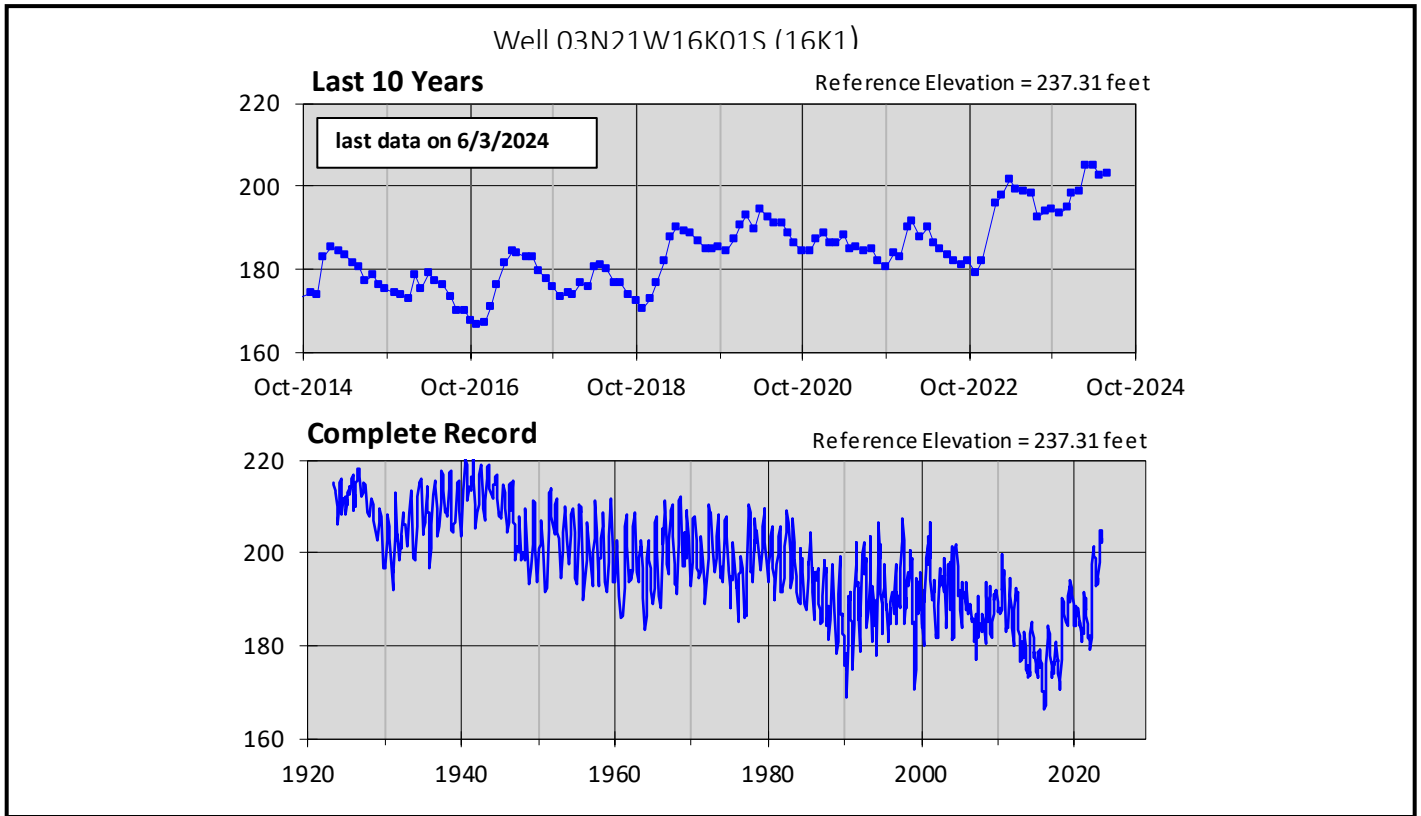


## Complete Record

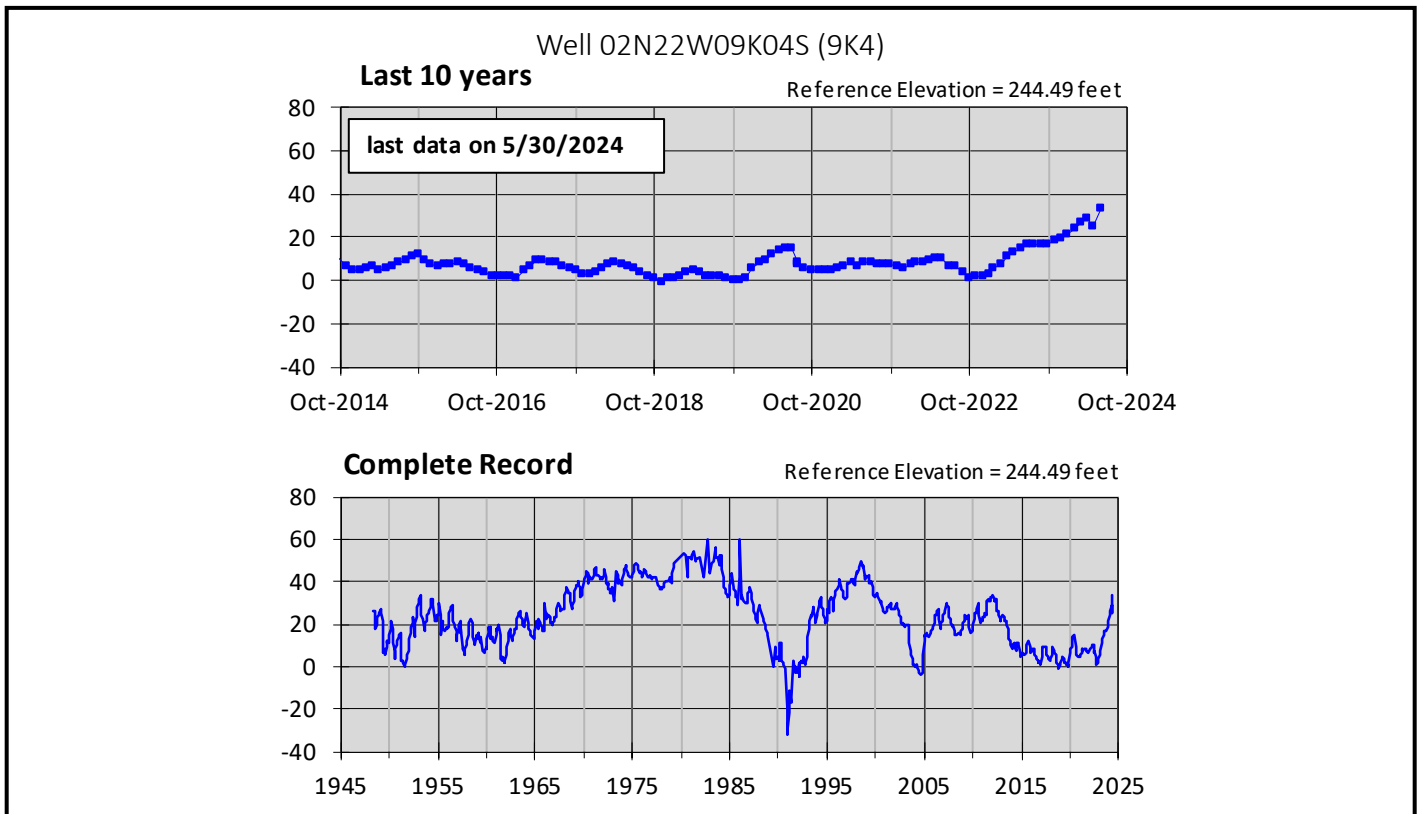
Reference Elevation = 376.61 feet



# Groundwater Elevation Records – Santa Paula Basin



# Groundwater Elevation Records – Mound Basin

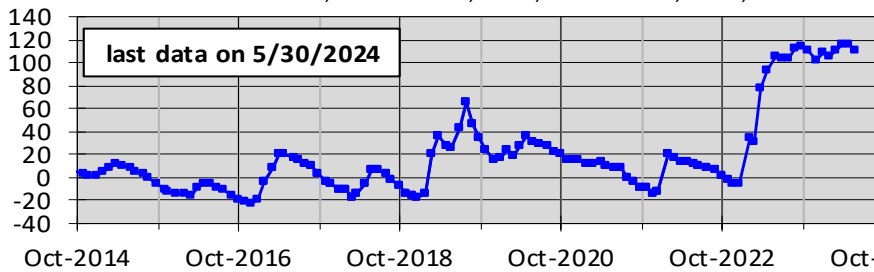


# Groundwater Elevation Records – Oxnard Basin, Forebay

Wells 02N22W12R01S (12R1), 02N22W12R04S (12R4), and 02N21W07M04S (7M4)

## Last 10 Years

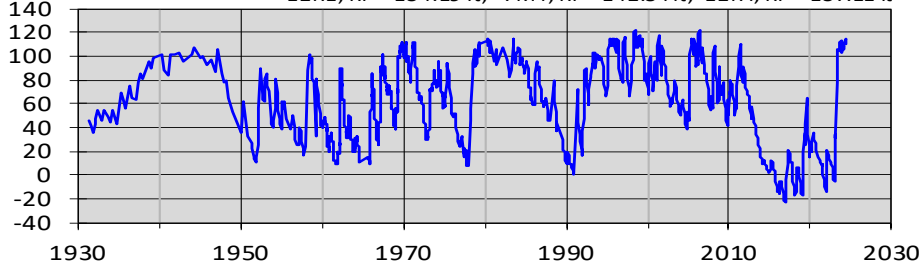
-12R1; RP = 134.19 ft; -7M4; RP = 142.84 ft; -12R4; RP = 137.11 ft



Note: Well 12R1 was destroyed in 2014 and replaced with well 12R4. When well 12R4 goes dry at approximately 9 ft msl, well 7M4 is used to measure groundwater level.

## Complete Record

-12R1; RP = 134.19 ft; -7M4; RP = 142.84 ft; -12R4; RP = 137.11 ft

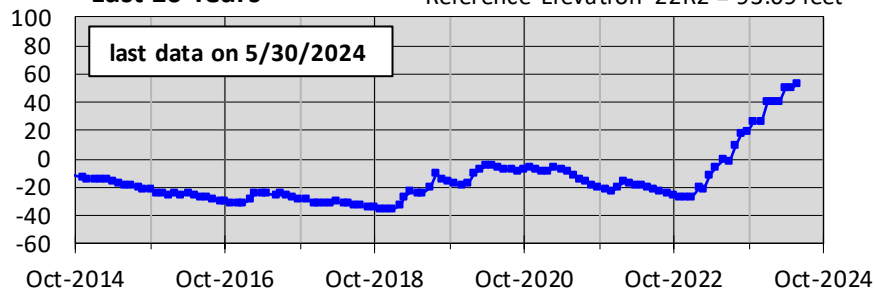


Note: Well 12R1 was destroyed in 2014 and replaced with well 12R4. When well 12R4 goes dry at approximately 9 ft msl, well 7M4 is used to measure groundwater level.

Well 02N22W22R02S (22R2)

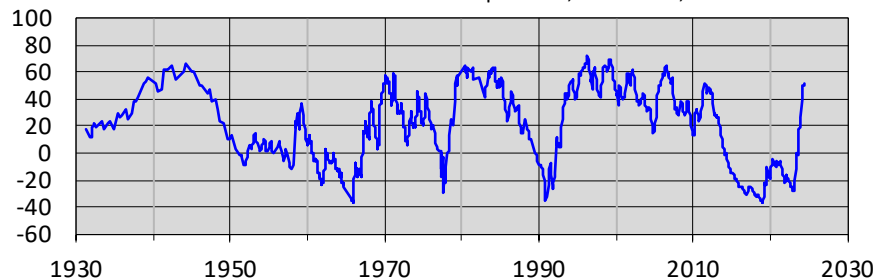
## Last 10 Years

Reference Elevation -22R2 = 93.09 feet

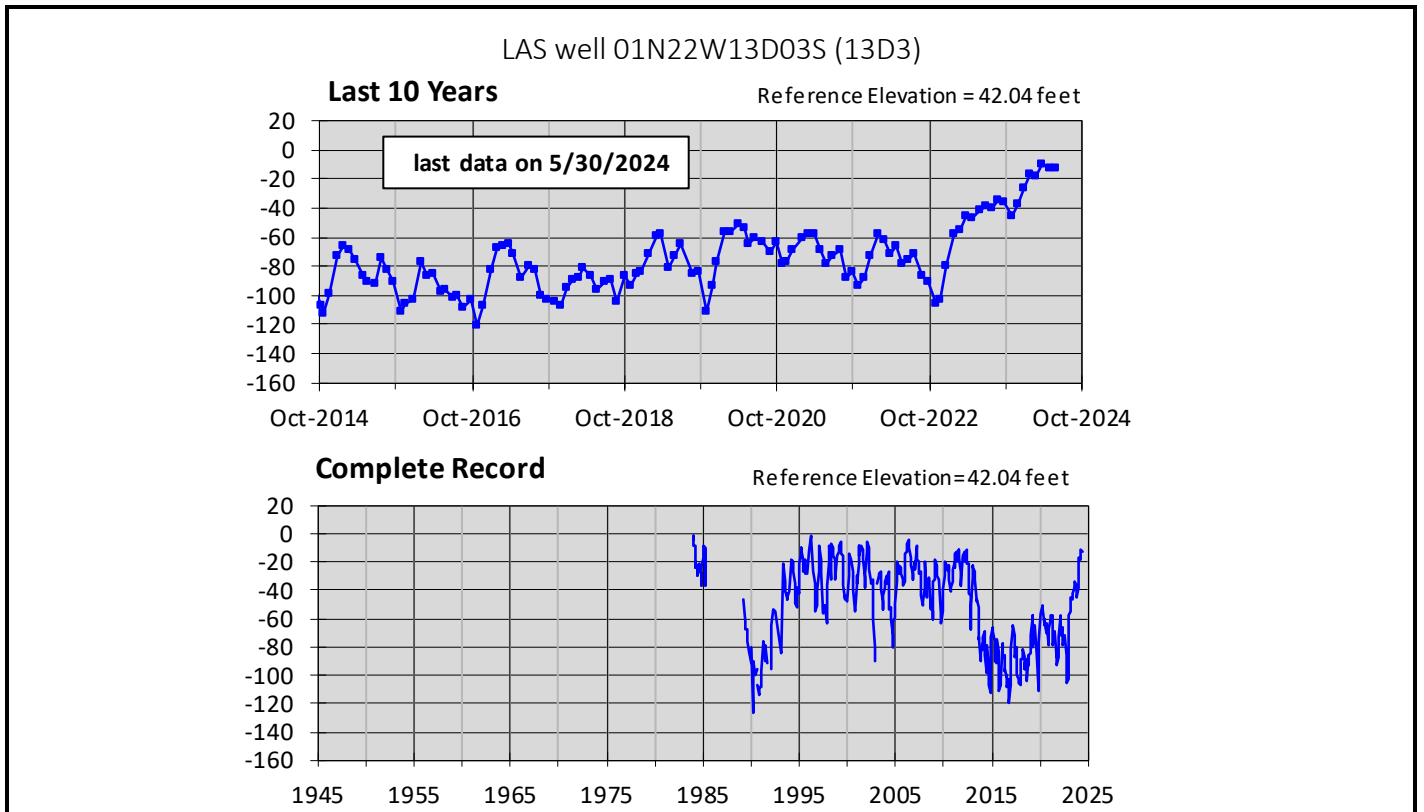
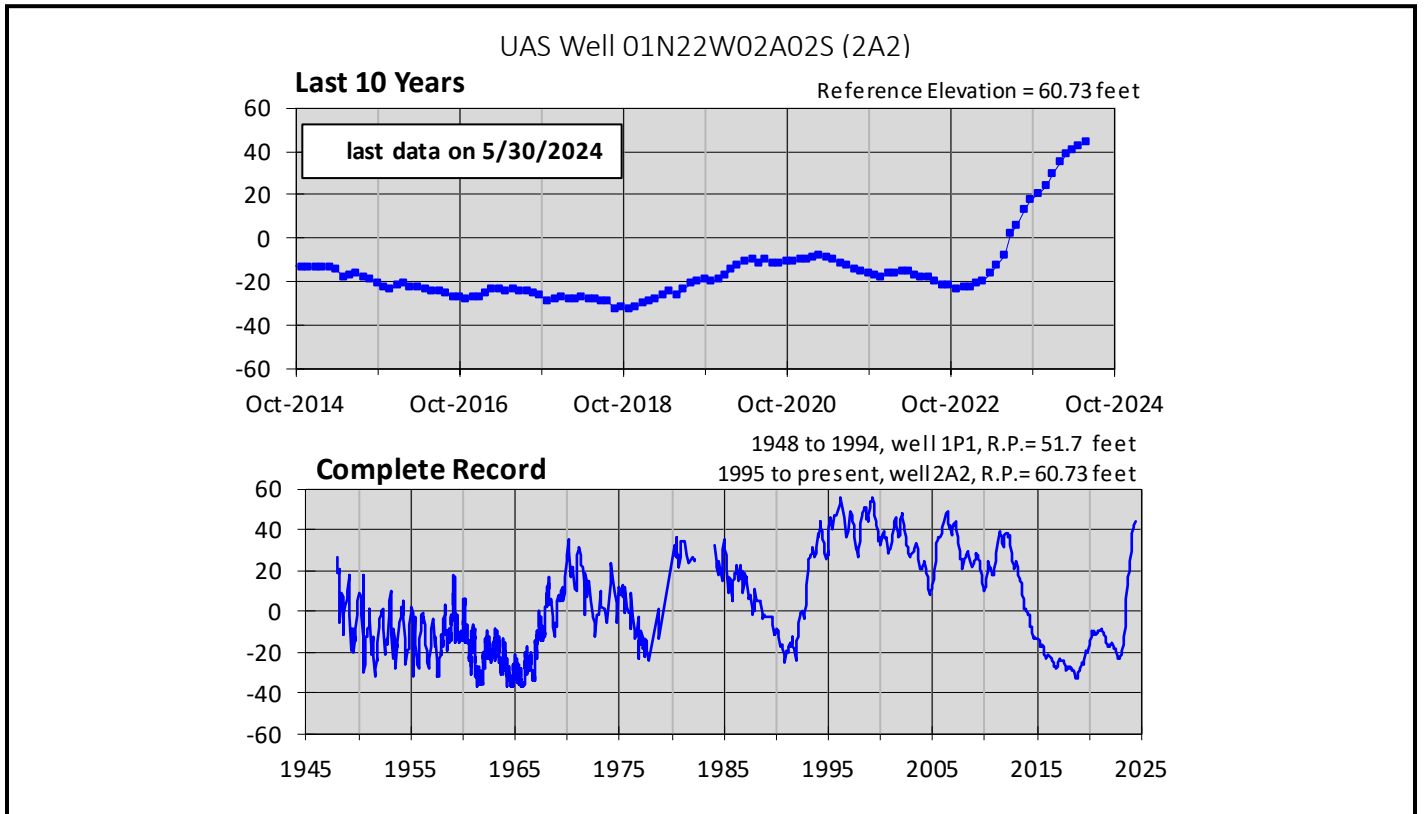


## Complete Record

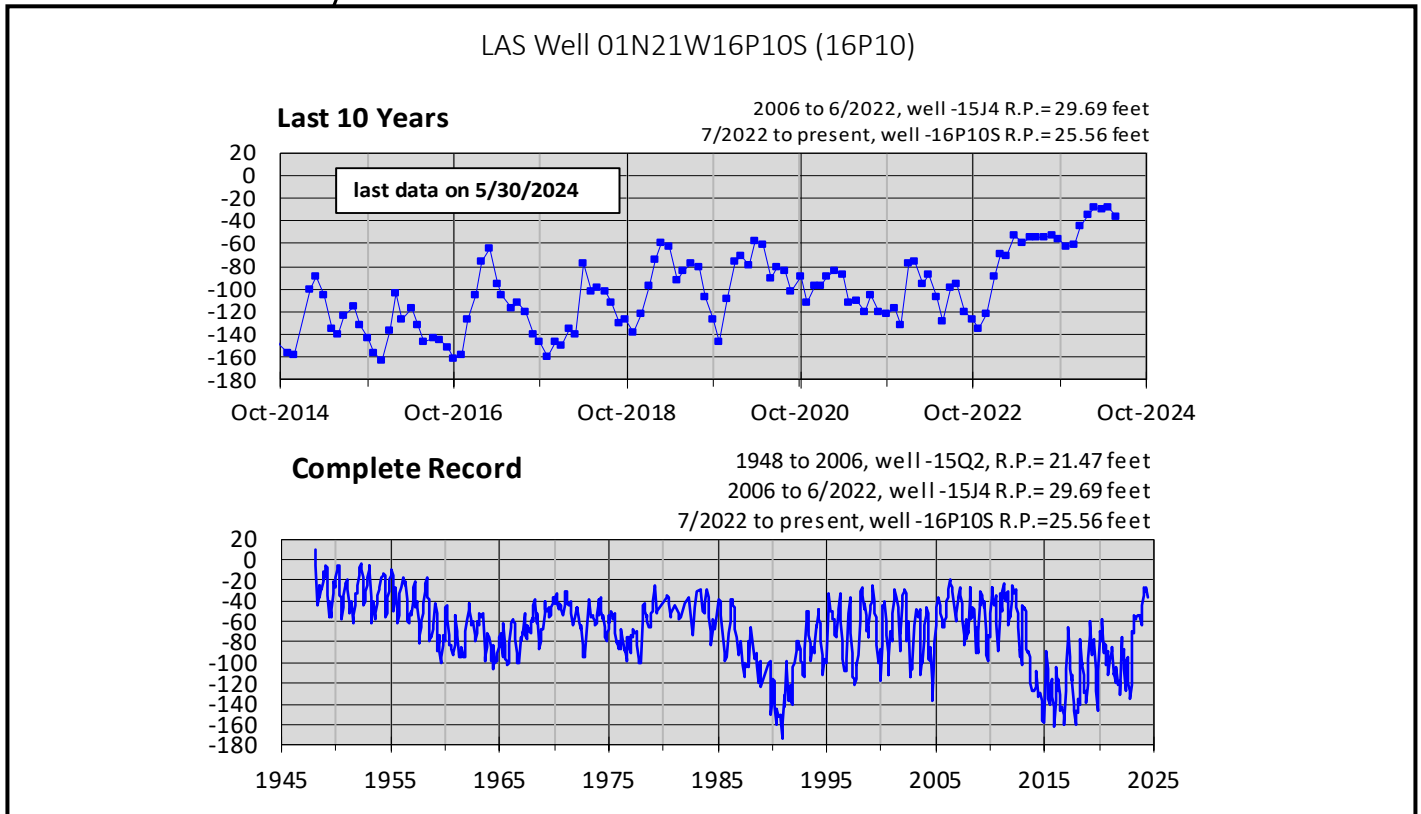
1931 to 2004, well -22R1, RP = 93.6 feet  
2004 to present, well -22R2, RP = 93.09 feet



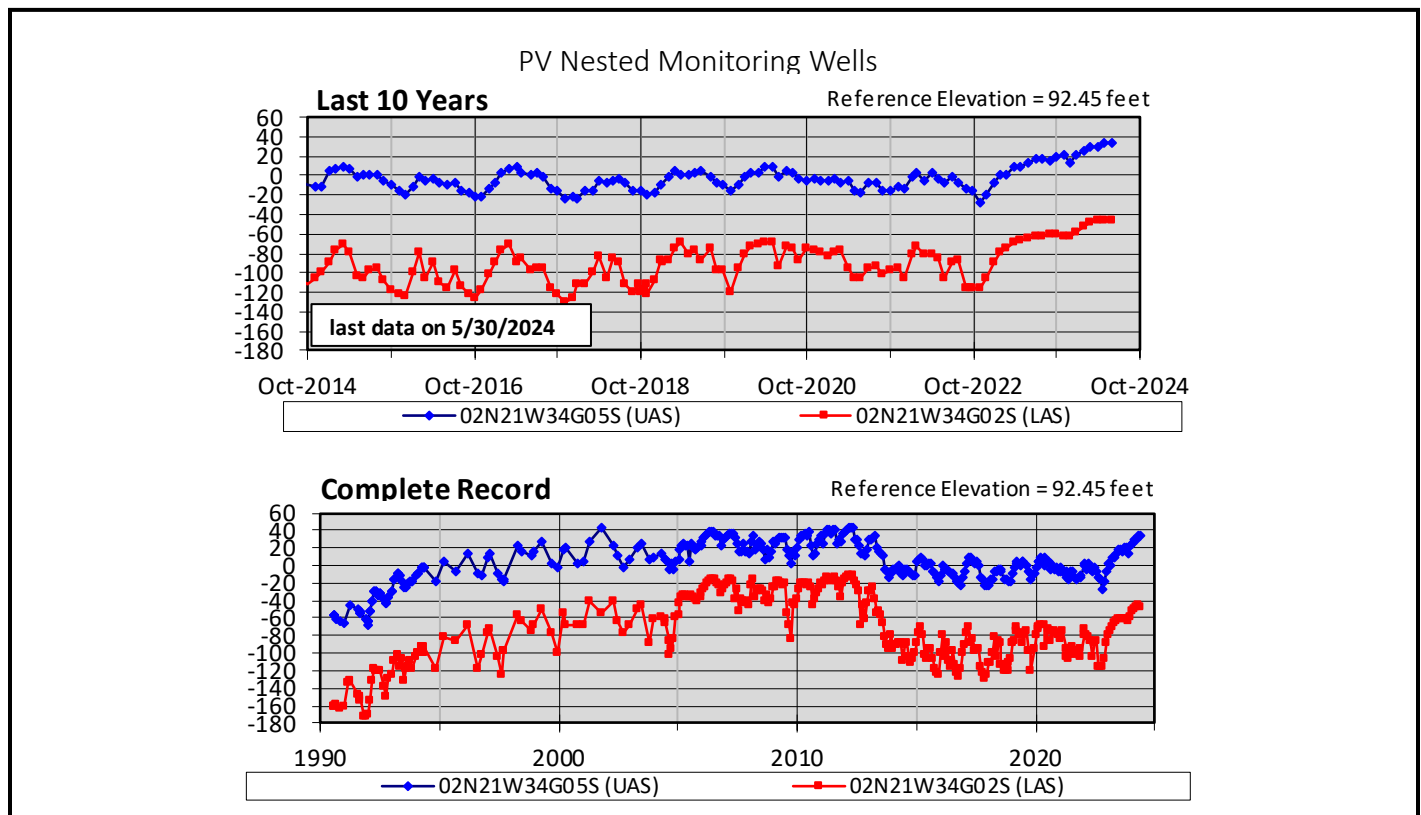
# Groundwater Elevation Records – Oxnard Basin



# Groundwater Elevation Records – eastern Oxnard/Pleasant Valley Basin Boundary Area

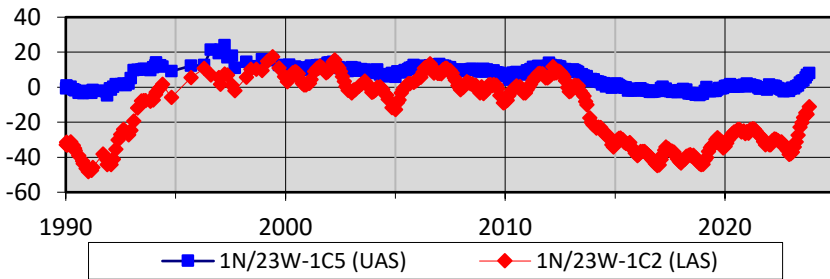


# Groundwater Elevation Records – Pleasant Valley Basin

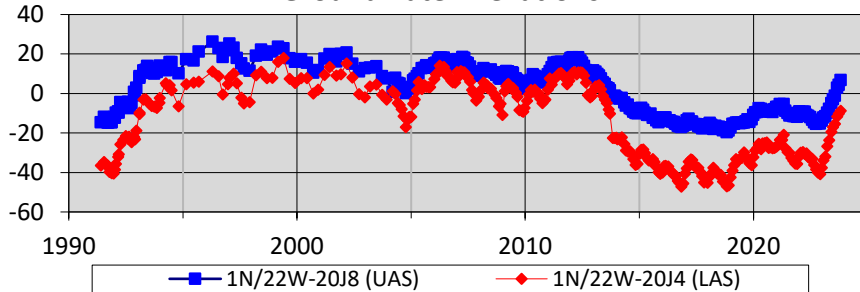


# Groundwater Elevation Records – Coastal Nested Monitoring Wells

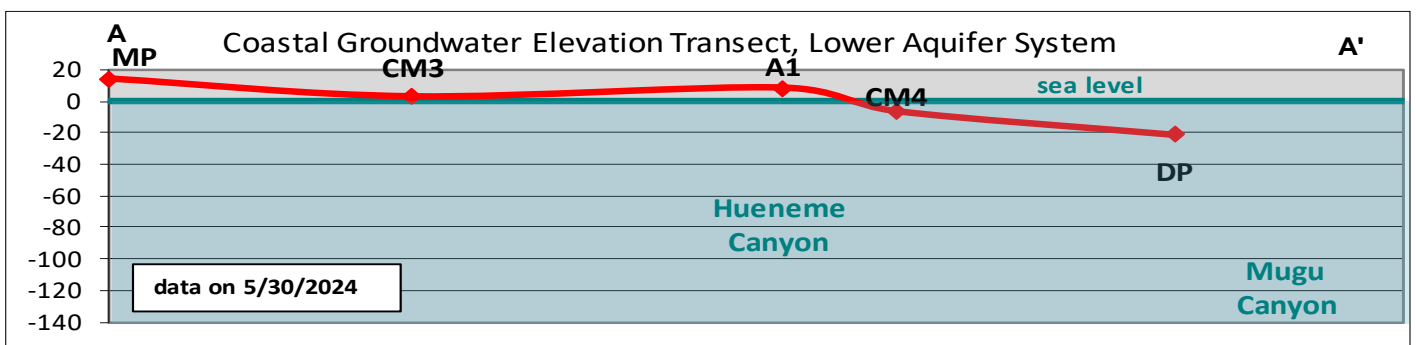
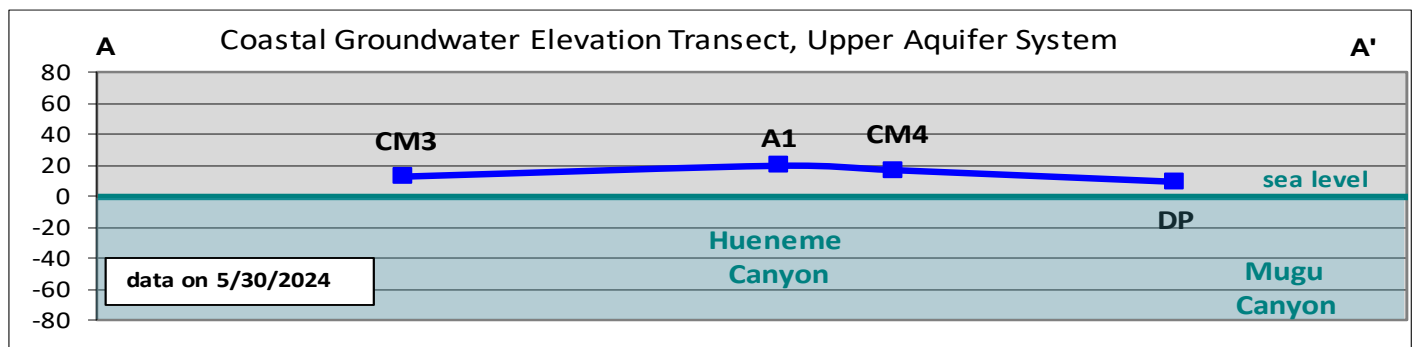
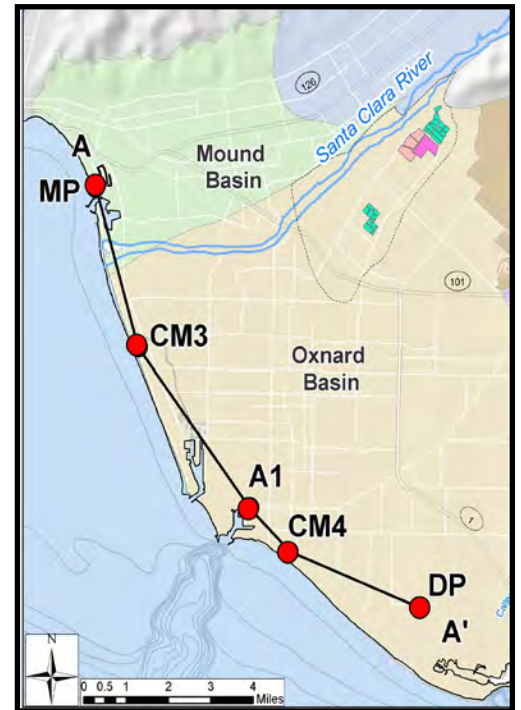
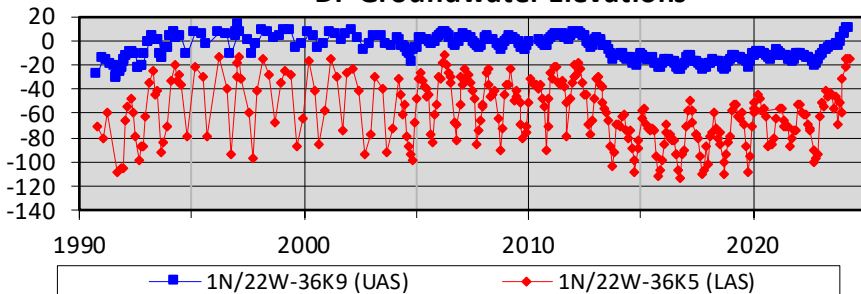
## CM3 Groundwater Elevations



## A1 Groundwater Elevations



## DP Groundwater Elevations



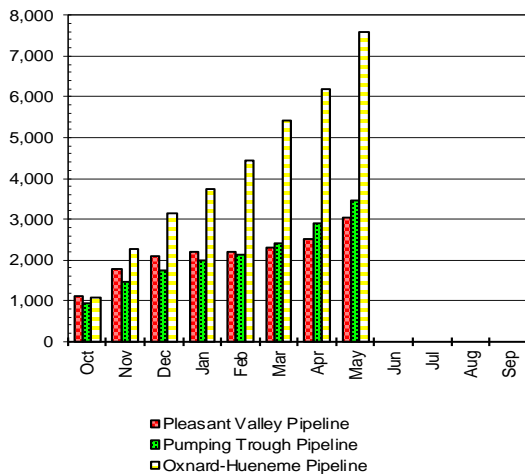
## Monthly Water Deliveries, acre-feet (Water Year 2023/24)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PV Pipeline (surface water)	1,114.2	555.3	314.4	96.3	0.0	109.8	204.3	527.5				
PV Pipeline (Saticoy well field)	0.0	105.8	0.0	4.1	0.0	0.0	0.0	0.0				
<b>Total to Pleasant Valley Pipeline</b>	<b>1,114.2</b>	<b>661.1</b>	<b>314.4</b>	<b>100.4</b>	<b>0.0</b>	<b>109.8</b>	<b>204.3</b>	<b>527.5</b>				
PTP (surface water)	913.9	359.0	289.4	201.6	129.1	305.5	452.3	527.2				
PTP (PTP 1-5)	10.5	54.2	7.1	16.2	10.3	7.1	36.3	3.6				
PTP (OH-12/13)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
PTP (Saticoy well field)	0.0	118.6	0.0	3.9	0.0	0.0	0.0	0.0				
<b>Total PTP</b>	<b>924.4</b>	<b>531.8</b>	<b>296.5</b>	<b>221.6</b>	<b>139.5</b>	<b>312.6</b>	<b>488.6</b>	<b>530.8</b>				
C-customers (surface water)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Saticoy Well Field (groundwater)	0.0	224.4	0.0	8.0	0.0	0.0	0.0	0.0				
O-H Pipeline (groundwater)	1,066.4	1,221.4	842.2	608.9	717.7	962.1	766.0	1,387.7				
<b>Total Surface Water Delivery (PTP, PV, c-cust)</b>	<b>2,028.1</b>	<b>914.3</b>	<b>603.8</b>	<b>297.9</b>	<b>129.1</b>	<b>415.3</b>	<b>656.6</b>	<b>1,054.7</b>				
<b>Total Groundwater Delivery (PTP, OH, Sat)</b>	<b>1,076.9</b>	<b>1,500.0</b>	<b>849.3</b>	<b>633.1</b>	<b>728.0</b>	<b>969.2</b>	<b>802.3</b>	<b>1,391.3</b>				
<b>Total Delivery (surface water, groundwater)</b>	<b>3,105.0</b>	<b>2,414.3</b>	<b>1,453.1</b>	<b>931.0</b>	<b>857.2</b>	<b>1,384.5</b>	<b>1,458.9</b>	<b>2,446.0</b>				

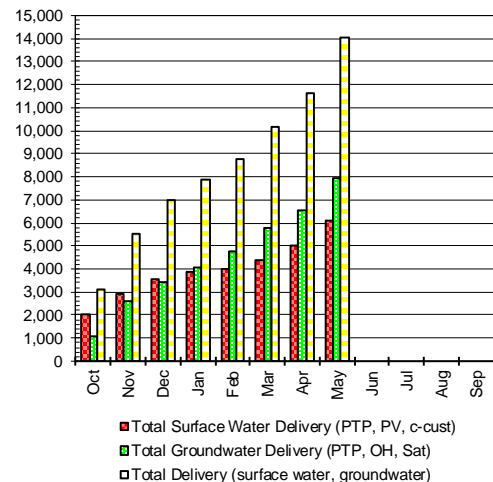
## Cumulative Water Deliveries, acre-feet (Water Year 2023/24)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PV Pipeline (surface water)	1,114.2	1,669.5	1,983.9	2,080.2	2,080.2	2,190.0	2,394.3	2,921.8				
PV Pipeline (saticoy well field)	0.0	105.8	105.8	109.9	109.9	109.9	109.9	109.9				
<b>Total to Pleasant Valley Pipeline</b>	<b>1,114.2</b>	<b>1,775.3</b>	<b>2,089.7</b>	<b>2,190.1</b>	<b>2,190.1</b>	<b>2,299.9</b>	<b>2,504.2</b>	<b>3,031.7</b>				
PTP (surface water)	913.9	1,272.9	1,562.3	1,763.9	1,893.0	2,198.5	2,650.8	3,178.0				
PTP (PTP 1-5)	10.5	64.7	71.8	88.0	98.3	105.4	141.7	145.4				
PTP (OH-12/13)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
PTP (Saticoy well field)	0.0	118.6	118.6	122.5	122.5	122.5	122.5	122.5				
<b>Total PTP</b>	<b>924.4</b>	<b>1,456.2</b>	<b>1,752.7</b>	<b>1,974.3</b>	<b>2,113.8</b>	<b>2,426.4</b>	<b>2,915.0</b>	<b>3,445.8</b>				
C-customers (surface water)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Saticoy Well Field (groundwater)	0.0	224.4	224.4	232.4	232.4	232.4	232.4	232.4				
O-H Pipeline (groundwater)	1,066.4	2,287.8	3,130.0	3,738.9	4,456.6	5,418.7	6,184.7	7,572.4				
<b>Total Surface Water Delivery (PTP, PV, c-cust)</b>	<b>2,028.1</b>	<b>2,942.4</b>	<b>3,546.2</b>	<b>3,844.1</b>	<b>3,973.2</b>	<b>4,388.5</b>	<b>5,045.1</b>	<b>6,099.8</b>				
<b>Total Groundwater Delivery (PTP, OH, Sat)</b>	<b>1,076.9</b>	<b>2,576.9</b>	<b>3,426.2</b>	<b>4,059.2</b>	<b>4,787.3</b>	<b>5,756.5</b>	<b>6,558.8</b>	<b>7,950.1</b>				
<b>Total Delivery (surface water, groundwater)</b>	<b>3,105.0</b>	<b>5,519.3</b>	<b>6,972.4</b>	<b>7,903.3</b>	<b>8,760.5</b>	<b>10,145.0</b>	<b>11,603.9</b>	<b>14,050.0</b>				

Cumulative deliveries by system



Cumulative deliveries by source/type

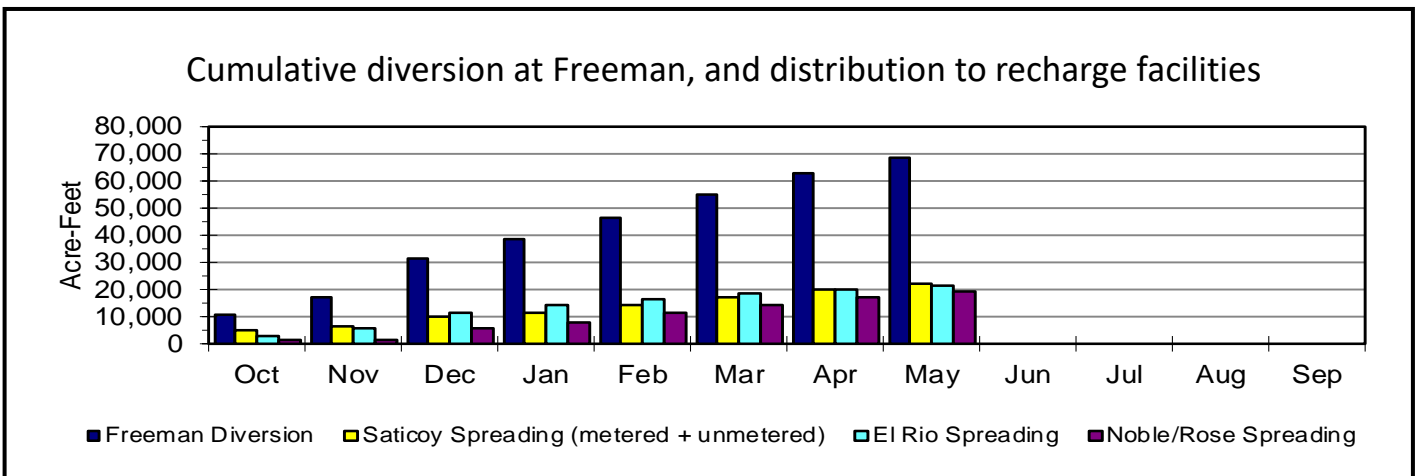


### Monthly diversion and recharge totals by facility, 2023/24, in acre-feet

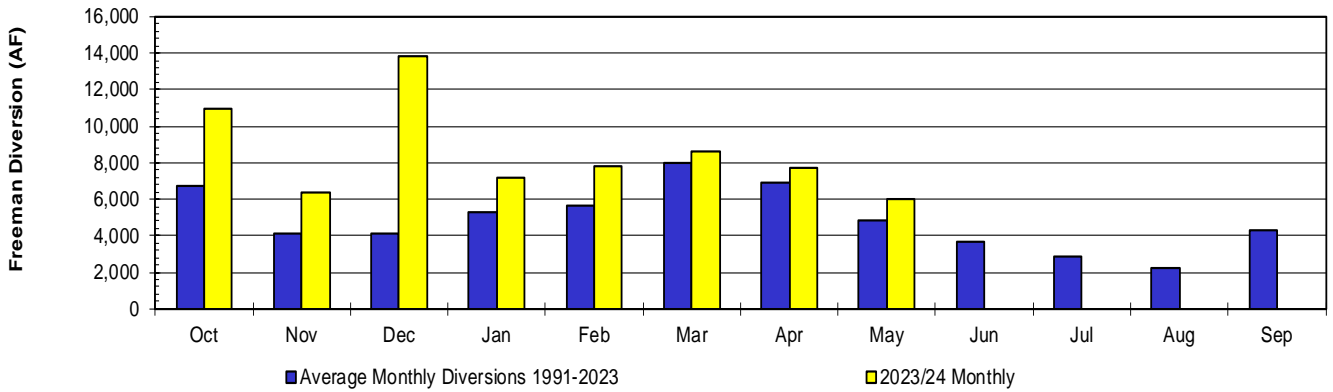
Month	Piru Spreading	Freeman Diversion	Saticoy Spreading (metered + unmetered)	El Rio Spreading	Noble/Rose Spreading	LBMWC Water Use
Oct	0	10,946	5,094	2,591	1,186	47
Nov	0	6,363	1,702	3,283	464	32
Dec	0	13,794	3,235	5,550	4,370	35
Jan	0	7,168	1,776	2,958	2,123	5
Feb	0	7,770	2,392	2,073	3,173	4
Mar	0	8,585	3,023	2,183	2,964	NA
Apr	0	7,679	3,012	1,404	2,607	NA
May	0	5,978	1,606	1,199	2,117	NA
Jun						
Jul						
Aug						
Sep						

### Cumulative diversion and recharge totals by facility, 2023/24, in acre-feet

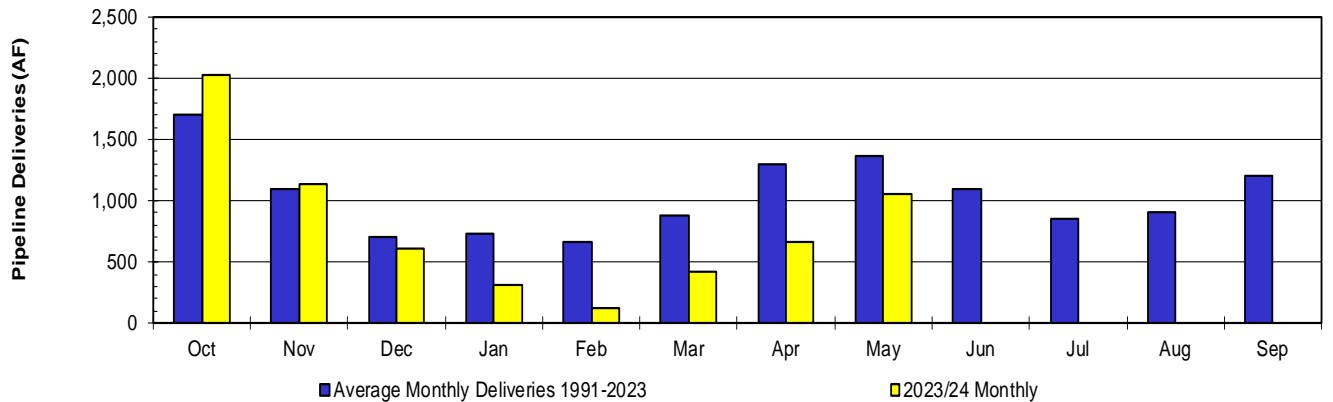
Month	Piru Spreading	Freeman Diversion	Saticoy Spreading (metered + unmetered)	El Rio Spreading	Noble/Rose Spreading	LBMWC Water Use
Oct	0	10,946	5,094	2,591	1,186	47
Nov	0	17,309	6,796	5,875	1,650	78
Dec	0	31,103	10,031	11,425	6,020	113
Jan	0	38,271	11,807	14,383	8,143	118
Feb	0	46,041	14,199	16,455	11,316	122
Mar	0	54,626	17,222	18,638	14,279	NA
Apr	0	62,305	20,234	20,042	16,886	NA
May	0	68,283	21,840	21,241	19,004	NA
Jun						
Jul						
Aug						
Sep						



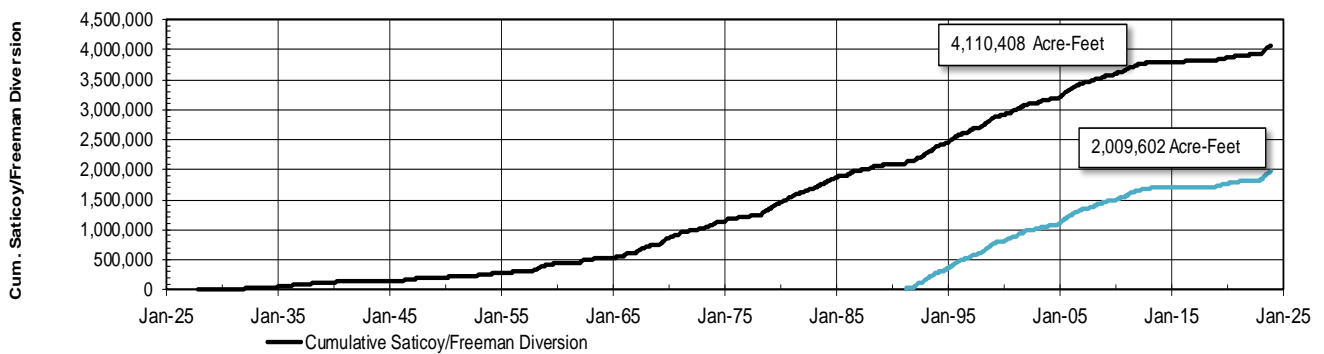
Monthly 2023/24 diversion at Freeman,  
compared to average monthly diversions (1991-2023)



Monthly 2023/24 pipeline deliveries (surface water deliveries),  
compared to average monthly pipeline deliveries (1991-2023)

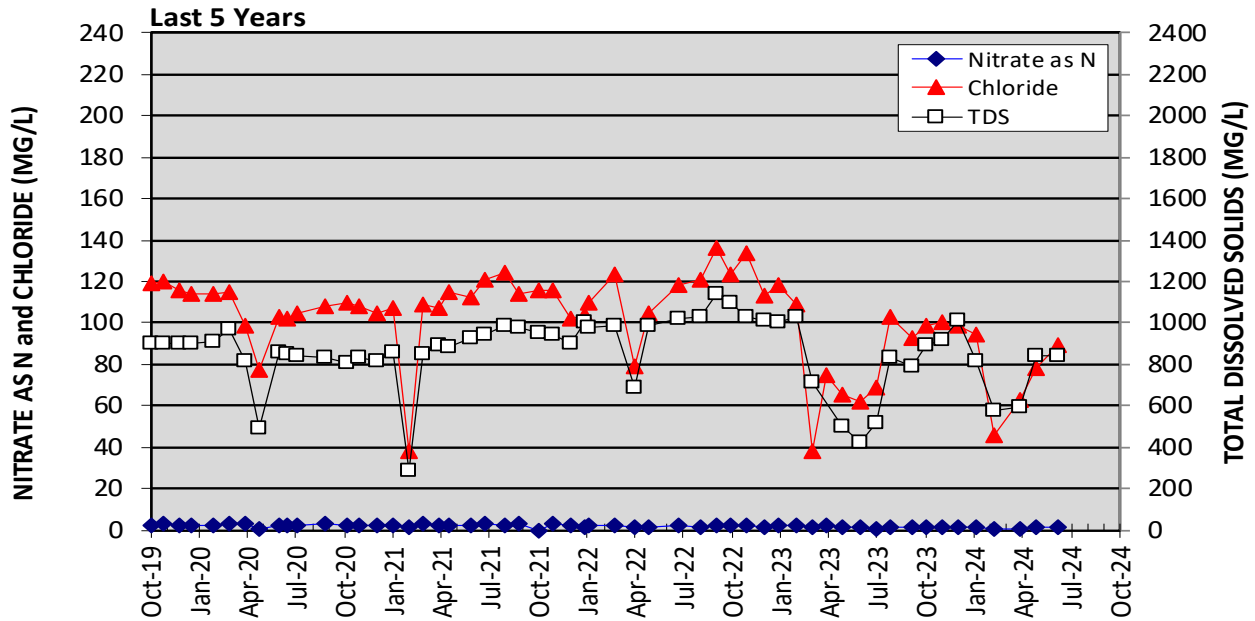


Cumulative diversion at Saticoy and Freeman Diversion, in acre-feet

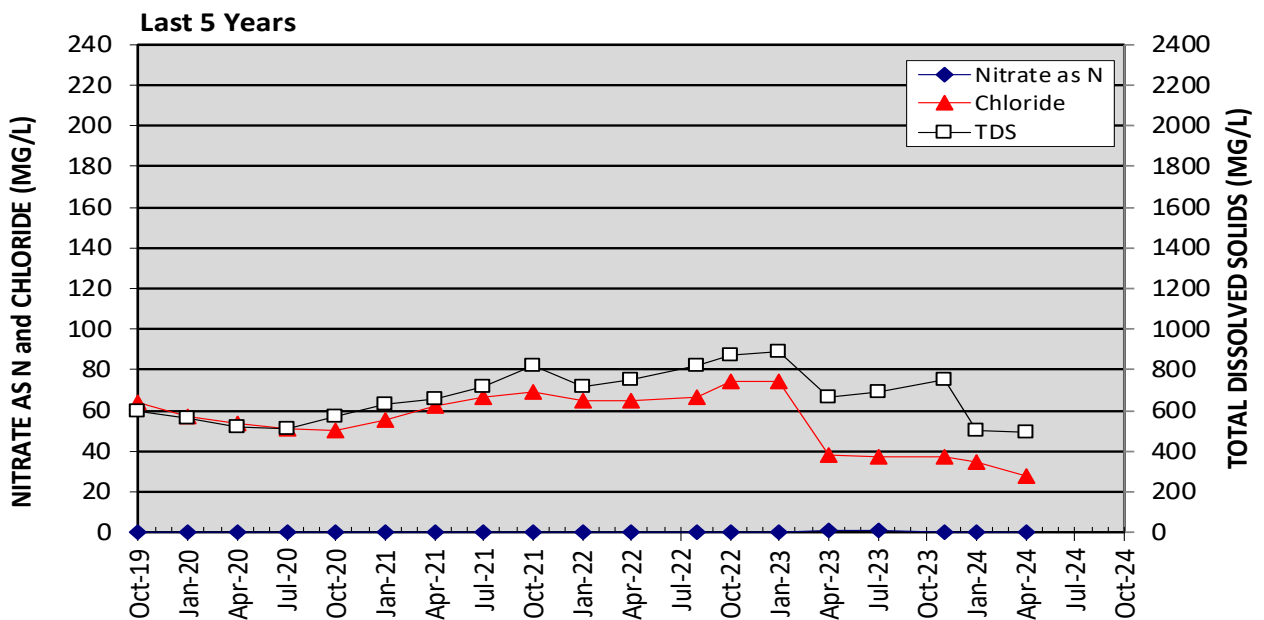


# Water Quality

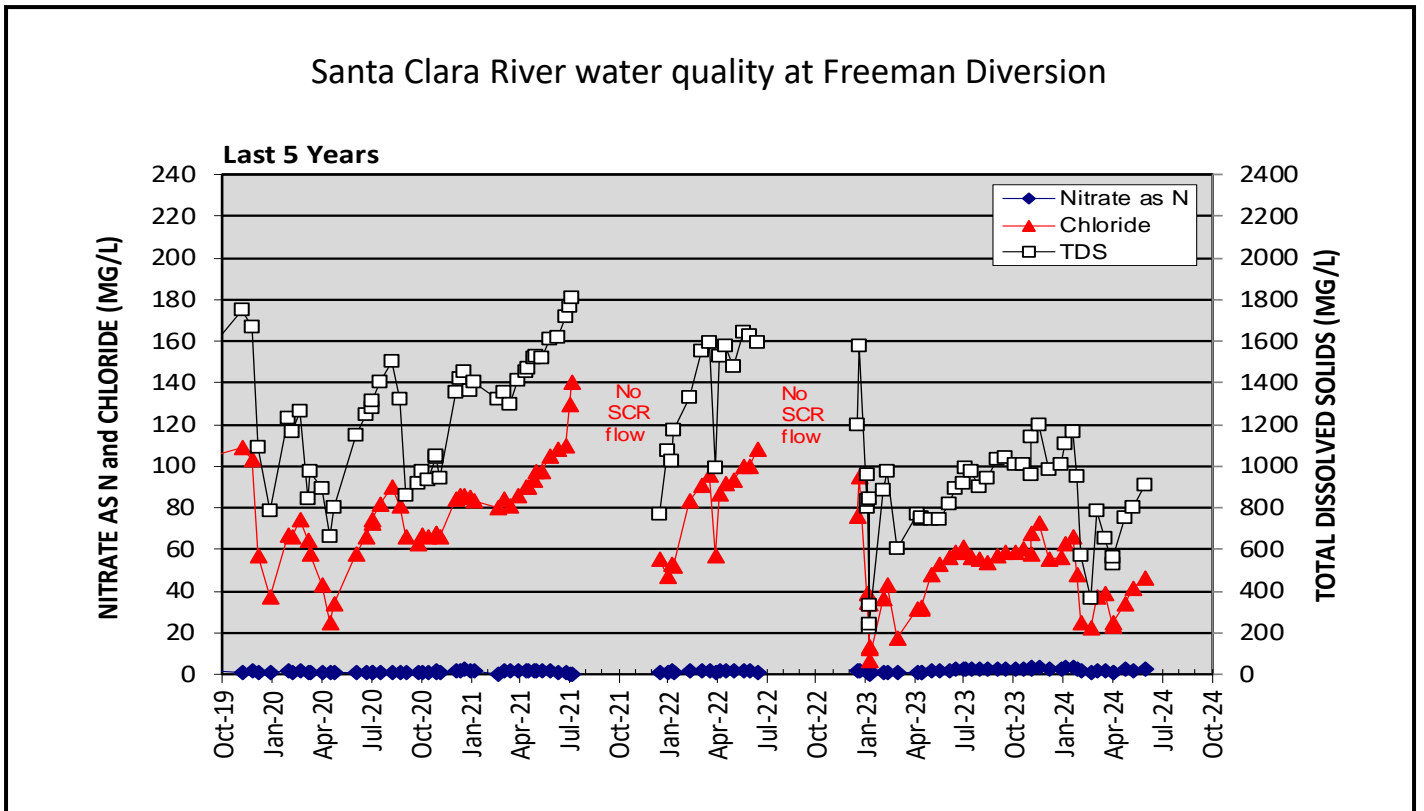
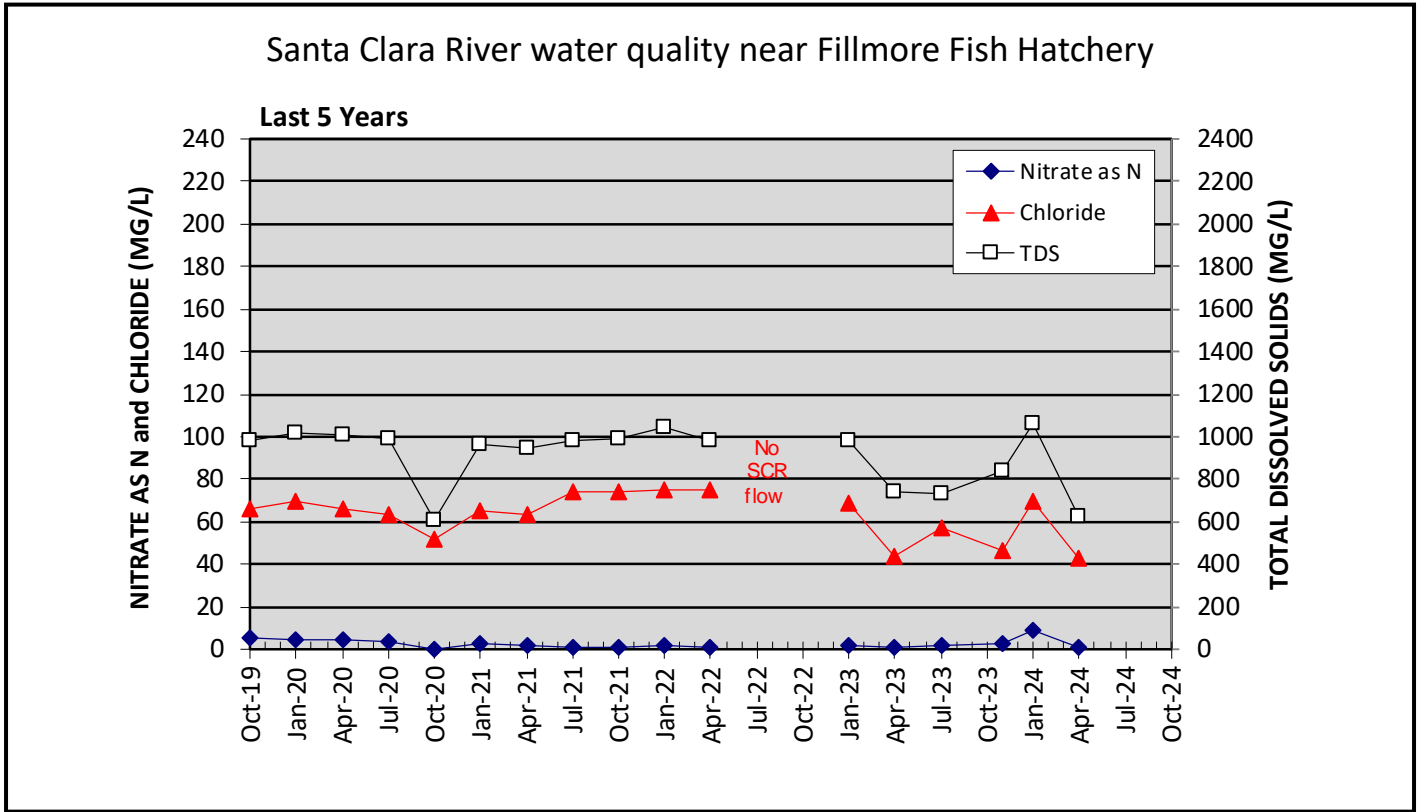
Santa Clara River water quality near Los Angeles/Ventura County line



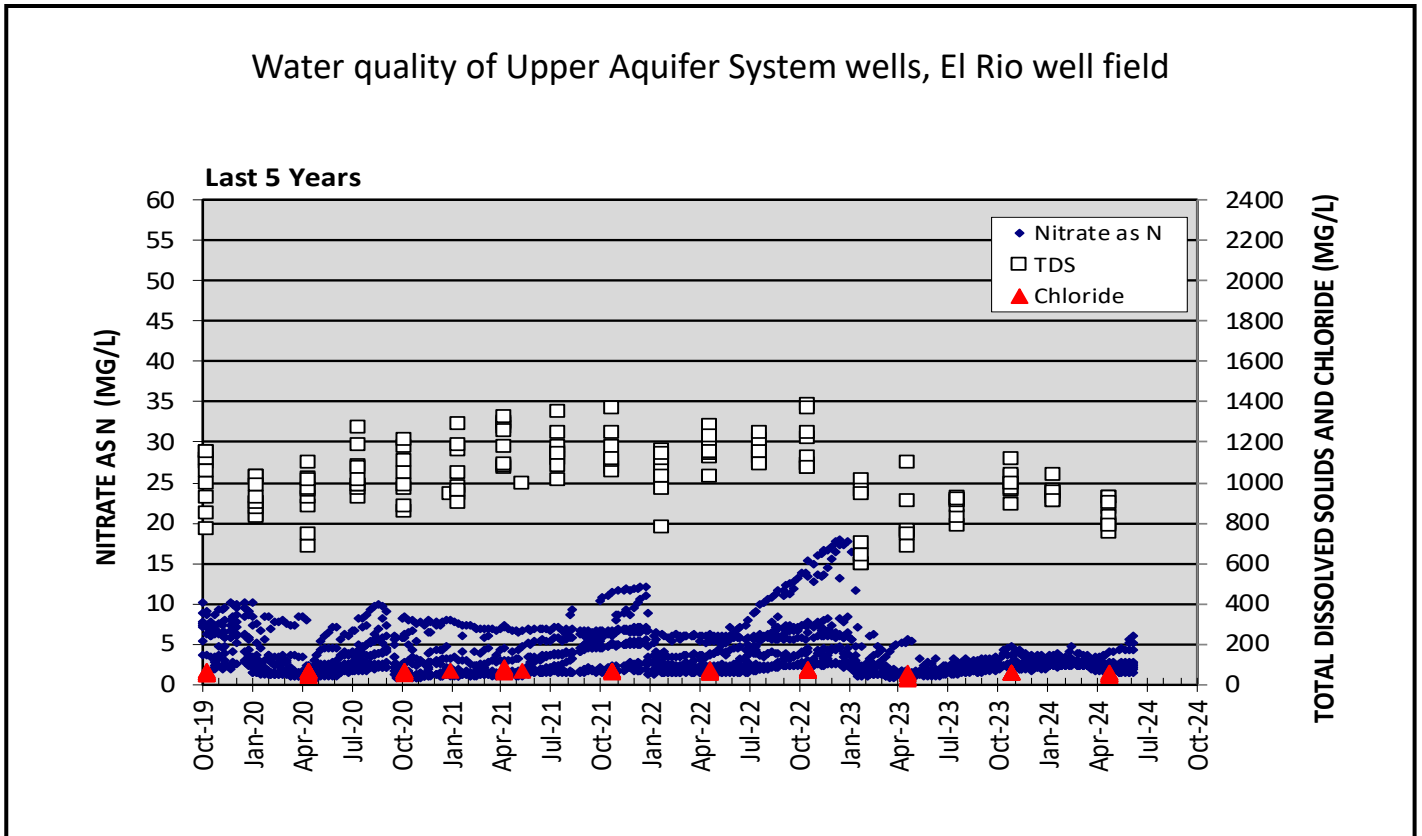
Piru Creek water quality below Santa Felicia Dam

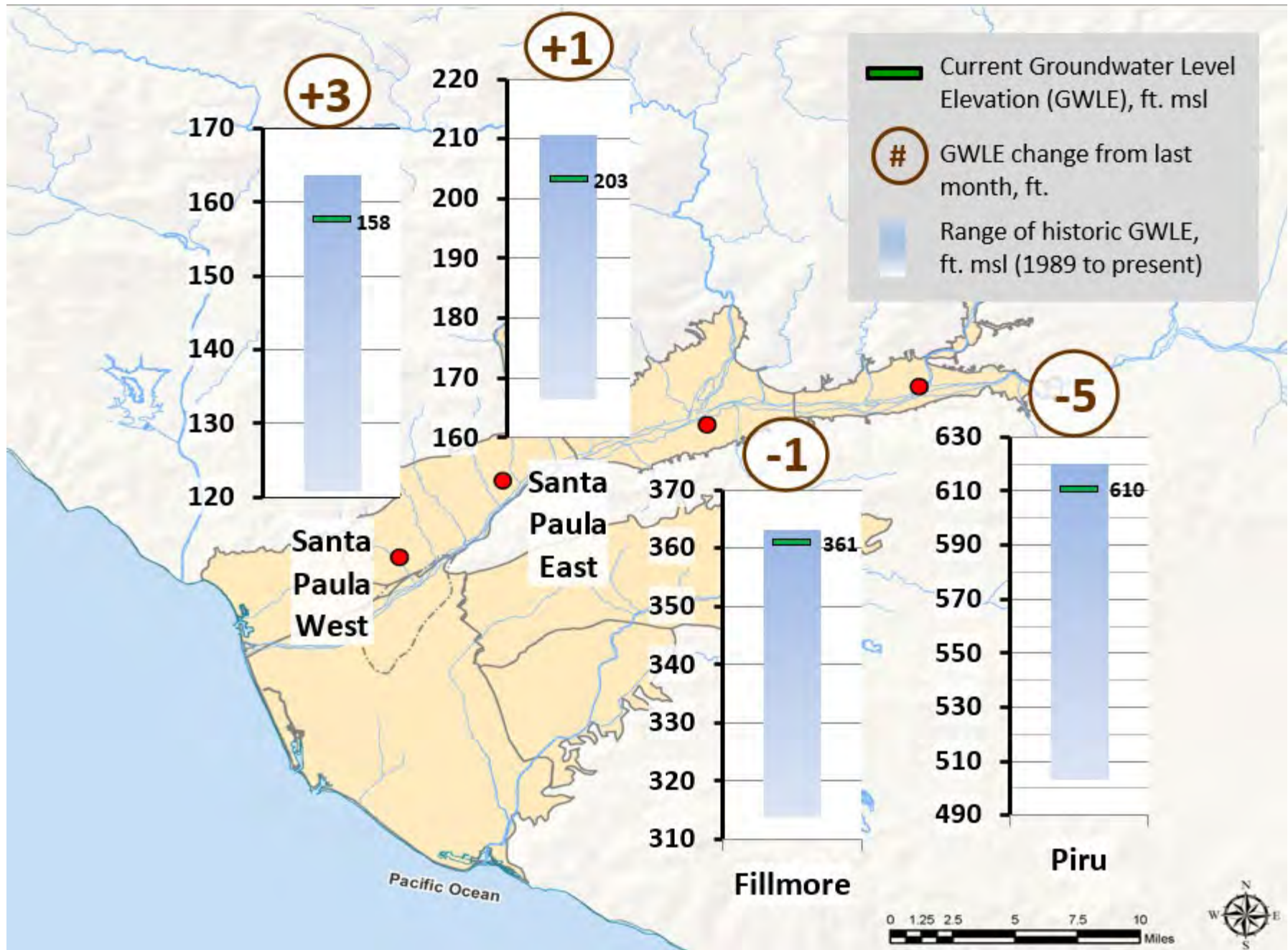


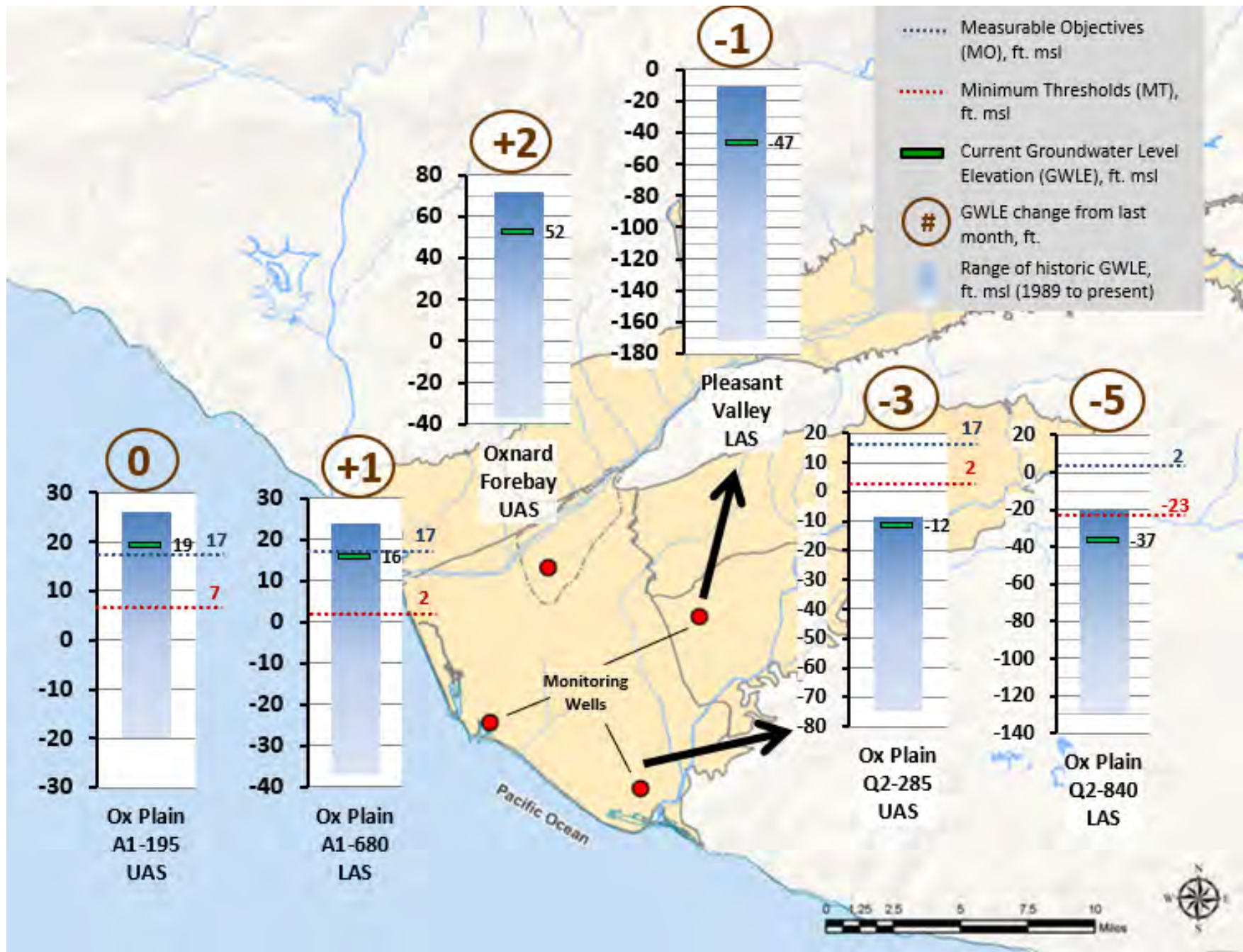
# Water Quality



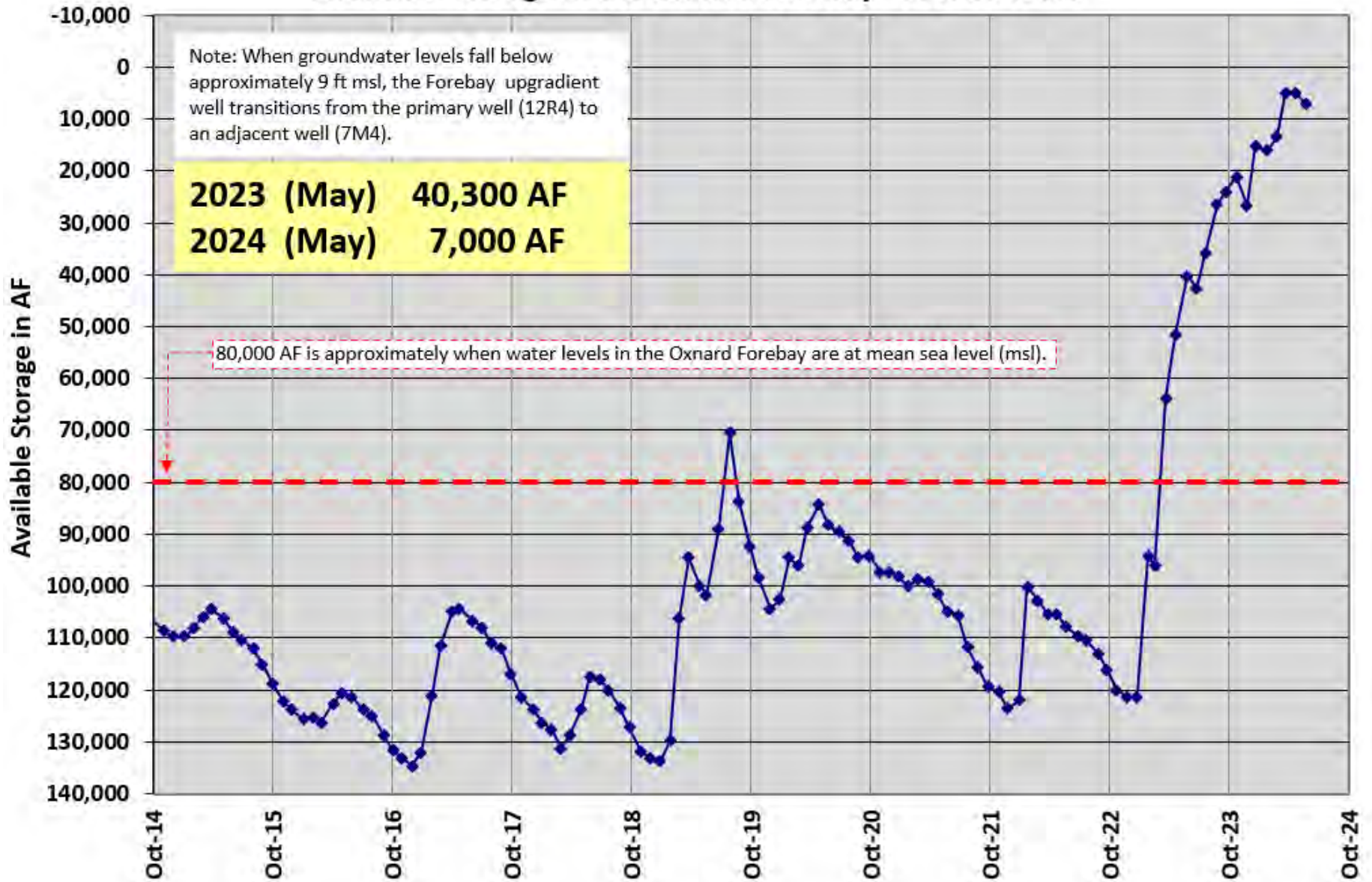
# Water Quality

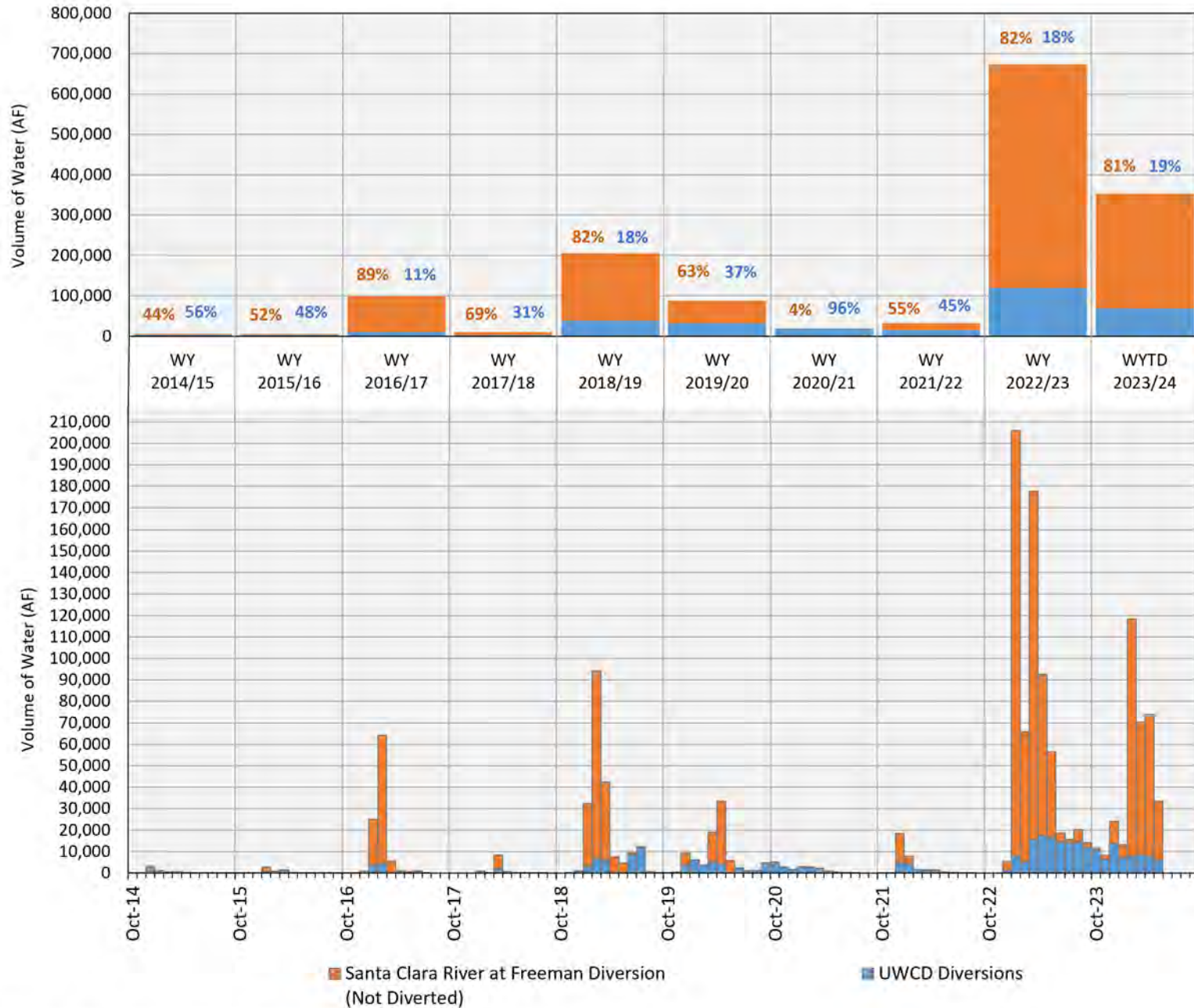






## Available Storage in the Oxnard Forebay - Last 10 Years





Water Year (WY) = October 1 to September 30; WYTD = Water Year To Date



## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Brian H. Zahn, Chief Financial Officer Sara  
Guzman, Senior Accountant

**Date:** June 28, 2024 (July 10, 2024, meeting)

**Agenda Item: 3.3 Investment Monthly Report (May 31, 2024)**  
**Information Item**

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**Recommendation:**

Receive and review the most current investment report for May 31, 2024, that is attached.

**Discussion:**

None.

**Fiscal Impact:**

As shown.

**Attachment:**




Combined Investment Monthly Report

**United Water Conservation District  
Monthly Investment Report  
May 31, 2024**

<b>Investment Recap</b>	<b>G/L Balance</b>	<b>Weighted Avg Days to Maturity</b>	<b>Diversification Percentage of Total</b>
Citizens Business Bank	3,570,161	1	9.92%
Petty Cash	4,400	1	0.01%
County Treasury	1,884	1	0.01%
LAIF Investments	32,413,935	1	90.05%
<b>Total Cash, Cash Equivalents and Securities</b>	<b>35,990,381</b>		<b>100.00%</b>
<b>Investment Portfolio w/o Trustee Held Funds</b>	<b>35,990,381</b>		
<b>Trustee Held Funds</b>	<b>-</b>		
<b>Total Funds</b>	<b>35,990,381</b>		

<b>Local Agency Investment Fund (LAIF)</b>	<b>Beginning Balance</b>	<b>Deposits (Disbursements)</b>	<b>Ending Balance</b>
	29,413,936	(2,643,052)	26,770,884
	<b>Interest Earned YTD</b>	<b>Interest Received YTD</b>	<b>Qtrly Yield</b>
	903,974	1,155,622	4.30%

All District investments are shown above and conform to the District's Investment Policy. All investment transactions during this period are included in this report. Based on budgeted cash flows the District appears to have the ability to meet its expenditure requirements for the next six months.

 <small>DocuSigned by: 70D59ECF008D46E...</small>	On behalf of Mauricio Guardado	6/24/2024
<b>Mauricio E. Guardado, Jr., General Manager</b>		<b>Date Certified</b>
 <small>DocuSigned by: 70D59ECF008D46E...</small>	Anthony Emmert, Assistant General Manager	6/24/2024
<b>Anthony Emmert, Assistant General Manager</b>		<b>Date Certified</b>
 <small>DocuSigned by: 6685DB362A674A3...</small>	Brian H. Zahn, Chief Financial Officer	6/24/2024
<b>Brian H. Zahn, Chief Financial Officer</b>		<b>Date Certified</b>

<b><i>United Water Conservation District</i></b>			
<b><i>Cash Position</i></b>			
<b>May 31, 2024</b>			
<b>Fund</b>	<b>Total</b>	<b>Composition</b>	<b>Restrictions/Designations</b>
<b>General/Water Conservation Fund:</b>			<b>Revenue collected for district operations</b>
General/Water Conservation	7,236,155	(4,625,875)	Includes General, Rec & Ranger, Water Conservation
		4,962,000	Reserved for legal expenditures
		1,715,556	Designated for replacement, capital improvements, and environmental projects
		5,184,474	Supplemental Water Purchase Fund
General CIP Funds	12,663,692	12,663,692	Appropriated for capital projects
	5,424,578	5,424,578	Reserved for CIP Projects
<b>Special Revenue Funds:</b>			<b>Revenue collected for a special purpose</b>
State Water Project Funds	4,543,440	4,543,440	Procurement of water/rights from state water project
<b>Enterprise Funds:</b>			<b>Restricted to fund usage</b>
Freeman Fund	(2,452,621)	(2,452,621)	Operations, Debt Service and Capital Projects
		-	Designated for replacement and capital improvements
		-	Reserved for legal expenditures
Freeman CIP Fund	3,460,067	3,460,067	Appropriated for capital projects
OH Pipeline Fund	(540,552)	(540,552)	Delivery of water to OH customers
OH CIP Fund	2,247,877	2,247,877	Appropriated for capital projects
OH Pipeline Well Replacement Fund	(212,547)	(212,547)	Well replacement fund
PV Pipeline Fund	964,321	964,321	Delivery of water to PV customers
PV CIP Fund	241,967	241,967	Appropriated for capital projects
PT Pipeline Fund	1,346,187	1,346,187	Delivery of water to PTP customers
PT CIP Fund	1,067,817	1,067,817	Appropriated for capital projects
<b>Total District Cash &amp; Investments</b>	<b>35,990,381</b>	<b>35,990,381</b>	

## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Craig Morgan, Chief Operations Officer  
Randy Castañeda, Operations Supervisor — Water Treatment  
J.D. Smallwood, Operations Supervisor — Water Distribution

**Date:** June 26, 2024 (July 10, 2024, meeting)

**Agenda Item:** **4.1 Operations and Maintenance Department Monthly Report**  
**Information Item**

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### Staff Recommendation:

Receive this summary report from the Operations and Maintenance department regarding its activities for the month of June 2024.

### 1. Major Facilities Update

- **Santa Felicia Dam**

- On June 1<sup>st</sup>, 2024, the lake level was 1050.06 and reached a peak of 1050.57, on June 12<sup>th</sup>, 2024.
- Santa Felicia Dam release flows varied from 6–220 CFS throughout June due to varying lake inflows, operational changes, and inspections.
- Discing / weed abatement activities are ongoing and continuing at both the Piru Spreading Grounds and Lake Piru Recreation Area.
- SFD monthly inspection for June is ongoing.
- SFD's annual DSOD inspection was held and completed on Wednesday, June 5.
- Herbicide applications are ongoing and continuing at SFD/Recreation Area.
- Siren test was held and completed on Friday, June 7.

- **Freeman Diversion, Saticoy, and El Rio Recharge Facilities**

- District staff operated the Freeman Diversion throughout the month of June, harvesting Santa Clara River flows, accommodating fish ladder by-pass flows, recharging basins, and delivering surface water to El Rio, PTP and PV pipelines.
- Discing/scraping tasks have been completed on Ponds O and J, water has now been reintroduced and the ponds are recharging.
- Saticoy O&M staff is preparing for the anticipated Inverted Siphon project.
- Various clean-up activities occurring around the Saticoy facility and the Freeman Diversion.
- Herbicide application tasks are ongoing and continuing near the Freeman Diversion and the Saticoy Spreading Grounds / Noble Basins.

**Agenda Item: 4.1 Operations and Maintenance Department Monthly Report  
Information Item**

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- Static water levels (distance of water from the well pad to the water table):

	<b>2024</b>	<b>2023</b>	<b>2022</b>
Saticoy	15'	21'	120'
El Rio	66'	85'	142'
PTP	55'-102'	62'-97'	117-150'

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

- UWCD staff assisted with scraping El Rio Basin 10 to improve percolation rates and began repairs of inlet piping into this basin.
- El Rio staff worked with contractors to rectify telemetry level issues for Iron/Manganese pressure filters.
- EL Rio staff finalized UWCD annual Consumer Confidence Report for 2023 and had it distributed to stakeholders by posting on website and mailing copies to various customers.
- El Rio operators set up fall-arrest equipment to safely enter and perform reconnaissance inspection for OH pipeline access vault on St. John's Hospital property.
- El Rio operators started to dismantle an obsolete crane support structure located at southeast corner of facility.
- El Rio staff prepared the temporary office trailer for removal and transferred furnishings into new break room. Staff also poured a cement pad to replace a portion of the roadway that was compromised during installation of the new modular home and demolition of the old modular home.
- Assisted GSE Construction Co. and VCFD with final safety inspection of Iron/Manganese Plant fire alarm equipment.

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

- PVCWD received United's surface water supply, surface supply from Conejo Creek Project, and received highly treated recycled water from the City of Oxnard's Advanced Water Purification Facility (AWPF).
- 12% sodium hypochlorite injection continues at Saticoy's Moss Screen facilities for quagga mussel control.

- **Pumping Trough Pipeline (PTP)**

- During the month of May, the PTP system demand was met primarily with surface water.
- El Rio operators exercised isolation valves that will be needed during replacement of flow meters in the near future.
- El Rio operators performed monthly operational tests for PTP emergency generators.

- **Control Systems**

- Completed Genetec Bosch Alarm System Integration for Lake Piru Condor Store and Iron & Manganese Building

## **Agenda Item: 4.1 Operations and Maintenance Department Monthly Report Information Item**

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- We have upgraded OH Well #12 Flow Control and integrated it into SCADA for the Iron & Manganese Facility
- We updated the system controls for the PTP Turnout #107 Valve Replacement
- We installed a new electrical equipment box at the Lake Piru Main Gate. We added a wall-mount rackmount structure and added a new switch. We moved all security related network equipment to the new switch which is feed by fiber optics cable to the Ranger station
- We have pulled fiber optics cable for the installation in the new El Rio breakroom trailer to provide network and internet service
- We added and installed a new License Plate Reader (LPR) camera to Genetec system for the El Rio Main Gate
- We created a Microsoft SharePoint list for IT to assist in IP Subnet management
- We created a Microsoft SharePoint list for IT to assist in IP Address management
- We set up a new Neat conference system for the new El Rio breakroom trailer
- We acquired Spectrum Fiber Optics internet service
- The Control Systems team participated in the Workplace Violence Safety Training
- The Control Systems team participated in Lake Piru Facilities Improvement Project
- **Lake Piru Water System**
  - All chlorine residuals and turbidity readings for the drinking water system were within proper ranges for May.
  - 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.
  - Basic maintenance and inspections are ongoing and continuing.
  - The State Water Board will be performing a Sanitary Survey on the Lake Piru Water Treatment System on Wednesday, July 10. O&M staff is currently preparing for their arrival.

### **2. Operations and Maintenance Projects Update**

- El Rio completed the annual DDW Inventory and Water Supply report.
- El Rio operators continued with 90-day testing of Fe/Mn Plant per directive from DDW.
- El Rio operators made repairs to Saticoy Moss Screen NaOCL injection system.
- Staff performed weed abatement at PTP and PV reservoirs.
- El Rio staff assisted safety contractor with finalizing CalARP/Process Safety Management Program documents.

**Agenda Item: 4.1 Operations and Maintenance Department Monthly Report  
Information Item**

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- UWCD staff started to develop a plan to automate isolation valves that will serve as a pressure relief station for the Iron/Manganese Plant raw water pipeline.
- El Rio operator made operational adjustments to comply with Voltus Demand Respond energy curtailment for OH well field.

**3. Other Operations and Maintenance Activities**

- Monthly bacteria samples were obtained for the PTP system.
- Monthly meter readings were obtained for OH, PTP and PV pipelines.
- Staff completed and electronically transmitted the monthly OH Surface Water Treatment Rule 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.
- Saticoy and SFD staff United to help the Recreation Team with clean-up tasks in preparation for the Independence Day Holiday.
- Staff from various departments participated in DWR's Functional Exercise on Thursday, June 6.
- Saticoy Staff assisted El Rio with repairs to El Rio's Pond 10 inlet pipe.

**4. Safety and Training**

- Staff attended a safety meeting that focused on heat exhaustion.
- 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; specifically, tailgate safety meetings were conducted prior to every commencement of maintenance activities at the Freeman Diversion.

**Attachment:** Operations Log for June.

# OPERATIONS LOG

DATE	SANTA FELICIA DAM								FREEMAN DIVERSION**					RECHARGE				IRRIGATION					O-H				
	SFD EI.	Stor.	Surface	Evap.	Inflow Balance	Outflow USGS	Hydro	Rain 106E	River	Diverted	Fish*** Facility	Bypass Channel	Crest	El Rio	Saticoy Facility		Noble/Rose	Piru	T.I.D.	P.T.P.	PVCWD		L.P.	Saticoy Wells	Total	Cl2	
	Ft.	A/F	Acres	Inches	Av. CFS	Av. CFS	Kw	Inches	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Misc CFS†	Weir CFS	Av. CFS	Av. CFS	A/F	A/F	A/F	%	A/F	A/F	A/F	Lbs.	
<b>A/F*</b>		74643			98,990	71,385		30.02	342,444	68,283	23,935	44,982		21,242	41093		19003	0.4	6,226	3,184	2,933		0.0	276	7,553	65,663	
6/1/24	1050.06	74643	1167	0.183	4			0.00						16.8	-76	48	11.88	0.0	22.2	14.6	7.6	0.00	0.0	0.0	56.0	480	
6/2/24	1050.10	74690	1168	0.181	28			0.00						15.31	-72	56.1	13.08	0.0	0.8	0.9	0.0	0.00	0.0	0.0	49.3	420	
6/3/24	1050.11	74701	1168	0.184	10			0.00						15.44	-81	51.48	9.59	0.0	28.7	30.1	0.0	0.00	0.0	0.0	59.0	436	
6/4/24	1050.20	74807	1169	0.198	58			0.00						15.68	-81	44.82	10.89	0.0	41.4	16.7	24.7	0.00	0.0	0.0	58.7	435	
6/5/24	1050.25	74865	1169	0.211	34			0.00						13.59	-84	45.12	15.25	0.0	49.7	19.6	30.1	0.00	0.0	0.0	60.3	474	
6/6/24	1050.34	74970	1170	0.164	57			0.00						16	-82	38.48	9.43	0.0	54.8	16.2	38.6	0.00	0.0	0.0	58.0	419	
6/7/24	1050.37	75006	1170	0.218	24			0.00						10.77	-86	47.46	9.34	0.0	54.3	20.3	34.0	0.00	0.0	0.0	57.0	443	
6/8/24	1050.41	75052	1170	0.230	29			0.00						24.24	-88	36.94	9.33	0.0	53.1	15.4	37.7	0.00	0.0	0.0	54.7	378	
6/9/24	1050.46	75111	1171	0.214	35			0.00						42.65	-79	31.3	9.34	0.0	9.7	3.7	6.0	0.00	0.0	0.0	51.3	349	
6/10/24	1050.51	75170	1171	0.214	35			0.00						29.9	-83	41.35	9.37	0.0	22.5	23.4	0.0	0.00	0.0	0.0	46.7	397	
6/11/24	1050.53	75193	1171	0.238	17			0.00						23.63	-97	54.95	11.54	0.0	37.2	14.2	23.0	0.00	0.0	0.0	35.4	337	
6/12/24	1050.57	75240	1172	0.222	29			0.00						28.43	-121	82.5	32.68	0.0	20.7	18.4	2.3	0.00	0.0	0.0	33.6	327	
6/13/24	1050.51	75170	1171	0.215	-30			0.00						23.35	-141	99.13	47.62	0.0	36.5	13.5	23.0	0.00	0.0	0.0	31.7	331	
6/14/24	1050.42	75064	1170	0.240	-48			0.00						21.48	-145	107.65	39.13	0.0	32.3	22.3	10.0	0.00	0.0	0.0	33.1	323	
6/15/24	1050.35	74982	1170	0.244	-35			0.00						19.37	-148	108.38	44.33	0.0	39.6	20.6	19.0	0.00	0.0	0.0	35.8	344	
6/16/24	1050.27	74888	1169	0.290	-40			0.00						25.56	-150	121.77	56.74	0.0	5.4	5.3	0.1	0.00	0.0	0.0	29.0	307	
6/17/24	1050.16	74760	1168	0.265	-58			0.00						27.25	-149	112.54	50.83	0.0	19.2	20.6	0.0	0.00	0.0	0.0	38.8	365	
6/18/24	1050.06	74643	1167	0.266	-53			0.00						23.98	-142	93.05	41.64	0.0	49.0	20.2	28.8	0.00	0.0	0.0	38.1	359	
6/19/24	1049.98	74549	1167	0.271	-41			0.00						13.46	-150	103.64	39.27	0.0	66.0	23.6	42.4	0.00	0.0	0.0	37.7	378	
6/20/24	1049.71	74234	1164	0.283	-152			0.00						18.86	-179	128.51	40.72	0.0	62.6	17.8	44.8	0.00	0.0	0.0	36.3	360	
6/21/24	1049.53	74025	1163	0.242	-100			0.00						14.51	-182	141	40.96	0.0	52.8	19.9	32.9	0.00	0.0	0.0	36.3	357	
6/22/24	1049.29	73746	1161	0.178	-137			0.00						22.21	-181	140.14	51.59	0.0	37.0	14.1	22.9	0.00	0.0	0.0	38.1	374	
6/23/24	1049.10	73525	1159	0.271	-105			0.00						26.02	-182	148.75	66.97	0.0	13.4	4.9	8.5	0.00	0.0	0.0	32.4	330	
6/24/24	1048.87	73258	1157	0.310	-127			0.00						22.99	-187	142.62	74.2	0.0	42.7	24.1	18.6	0.00	0.0	0.0	42.8	390	
6/25/24	1048.68	73038	1156	0.314	-103			0.00						15.23	-175	133.68	68.7	0.0	52.1	22.9	29.2	0.00	0.0	0.0	39.1	405	
6/26/24	1048.35	72657	1153	0.301	-185			0.00						17.66	-186	139.59	58.55	0.0	56.9	17.0	39.9	0.00	0.0	0.0	41.1	308	
6/27/24	1047.77	71989	1149	0.305	-330			0.00						26.53	-186	133.5	79.54	0.0	52.1	21.0	31.1	0.00	0.0	0.0	39.4	261	
6/28/24	1047.48	71656	1146	0.308	-161			0.00						29.65	-206	152.91	84.22	0.0	47.1	18.9	28.2	0.00	0.0	0.0	37.6	334	
6/29/24	1047.12	71244	1143	0.311	-201			0.00						37.07	-228	167.29	97.48	0.0	47.0	17.1	29.9	0.00	0.0	0.0	34.8	326	
6/30/24	1046.79	70867	1140	0.315	-183			0.00						54.11	-236	178.99	103.03	0.0	5.3	5.6	0.0	0.00	0.0	0.0	31.9	310	
														0													
<b>TOTAL CFS</b>					-1726	0		0.00	0	0	0	0	0	692	-4185	2932	1237	0.0									
<b>AVERAGE CFS</b>					-58	#DIV/0!			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	23	-135	98	41	0.0									
<b>TOTAL A/F</b>					-3418	0			0	0	0	0	0	1370	-8286	5805	2450	0.0	1112	503	613		0	0.0	1274	11057	
MONTHLY REVENUE TO DATE (approx.)																											
<b>AVERAGE A/F</b>					-114	#DIV/0!			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	46	-267	193	82	0.0	37	17	20	0%	0	0.0	42	369	
<b>WATER YEAR TOTALS A/F</b>					95,572	71,385		30.02	342,444	68,283	23,935	0	0	22,611	38,612		21,453	0.4	7,338	3,687	3,547		0	276	8,827	76,720	
* Input total A/F previous month																											
** Daily averages imported from Ranch Systems																											
***Fish facility flows include Denil fishladder, aux pipe and smolt bypass pipe																											
† Includes Ponds A, C, E, and I overflows, temporary storage in the desilting basin and Pond B, JLB diversions, losses between meters. Negatives mean prior storage from pond B or desilting basin is discharging to other metered sources.																											

**Staff Report**

**To:** UWCD Board of Directors

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

**From:** Bernard Riedel Jr., Senior Park Ranger

**Date:** June 24, 2024 (July 10, 2024, meeting)

**Agenda Item:** 4.2 Park and Recreation Department Monthly Report  
**Information item**

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**Staff Recommendation:**

The Board will receive and file this staff report from the Parks and Recreation Department regarding its activities for the month of June 2024.

**Discussion:**

Visitation at Lake Piru continues to increase with the warm weather and summer vacation for students. The post wildfire, which started on June 15<sup>th</sup>, negatively impacted operations at Pyramid and Castaic Lakes resulting in increased traffic at Lake Piru. To date, Lake Piru remains unaffected by this wildfire. The staff has been busy maintaining facilities and managing the increased foot traffic to ensure safety and enjoyment for the visitors. Sales at the recently installed soft drink vending machines and newly named Condor Point Store are steadily increasing as guests become aware of those amenities. During the month, the lake hosted various events and community gatherings, including fishing tournaments.

**Staff Tasks and Activity Highlights**

- **June 6:** Ranger staff assisted Cramer Fish Sciences staff in transporting a fish trap, from middle Piru Creek to the marina. Cramer staff disassembled and removed the trap from the lake.
- **June 11:** Ranger staff worked with Risk and Safety manager, Tony Huynh, to install a new trail camera overlooking Lower Piru Creek.
- **June 20:** Ranger staff received the new Motorola handheld radios. These radios allow ranger staff to communicate directly with the Ventura County Sheriff's Office and Ventura County Fire Department as well as activate the siren for the dam in the event of an imminent failure.
- **June 19-23:** Pacific Vista Landscape Services completed annual weed abatement

## 4.2 Park and Recreation Department Monthly Report

Page 2

efforts at the Pothole Trailhead facility. This included the re-establishment of a fire break perimeter, weed abatement around the access road and clearing around the structures in compliance with county fire regulations.

- **June 25-26:** The new Motorola mobile radios were installed in the ranger patrol vehicles and patrol boats.

### Staff Training/Meetings/Events

- **June 1, 15:** Staff hosted a National Bass West tournament.
- **June 3-7:** Park Ranger Todd Spencer completed the PC 832 (search and seizure) course.
- **June 6:** Park Ranger Michael Groeneveld attained his EMT certification. This EMT certification will allow ranger staff to be properly trained to respond to emergency medical incidents.
- **June 7:** Staff participated in the annual fire extinguisher training hosted at the Santa Felicia Dam.
- **June 13:** Staff hosted a picnic for the Piru Neighborhood Council. At this event, District staff and Director Huber had the opportunity to interact with the local community of Piru.
- **June 18:** Staff participated in a District wide emergency action plan call down drill.
- **June 22:** Staff hosted a “Howl at The Moon” nighttime fishing event. This event is a recurring monthly event which takes place around the full moon cycle and allows guests to fish from 5pm to 1am.
- **June 22:** Staff hosted a SoCal Bass Contender fishing tournament.

### Revenue and Visitation Recap

2024 Day Use/Other Revenue Recap and Comparison	
2024 Day Use/Other Revenue (Jan 1 – June 23)	\$253,152
2023 Day Use/Other Revenue (Jan 1 – June 23)	\$171,700
Total Revenue Increase/Decrease from Prior Year	<b>\$81,452</b>
Annual Increase/Decrease %	<b>47%</b>
2024 Camping Revenue Recap and Comparison	
2024 Camping Revenue (Jan 1 – June 23)	\$305,931
2023 Camping Revenue (Jan 1 – June 23)	\$324,820
Total Revenue Increase/Decrease from Prior Year	<b>\$18,889</b>
Annual Increase/Decrease in %	<b>6%</b>
Total Combined Revenue Current and Previous Year Comparison (2024 vs. 2023)	
2024 All Revenue (Jan 1 – June 23)	\$559,083
2023 All Revenue (Jan 1 – June 23)	\$496,520
Total Revenue Increase from Prior Year	<b>\$62,563</b>
Annual Increase/Decrease in %	<b>13%</b>

## 4.2 Park and Recreation Department Monthly Report

Page 3

**\*\*\*It should be noted that the above figures have not been verified by the District's finance department**

2024 Total Visitation Figures				
Month	# People	# Vehicles	# Vessels	Pets
January	2,444	918	169	7
February	2,239	847	127	22
March	5,235	1,783	384	10
April	7,147	2,358	587	25
May	12,656	3,610	759	10
June	14,604	4,169	894	16
<b>Total</b>	<b>44,325</b>	<b>13,685</b>	<b>2,920</b>	<b>90</b>

### Incidents/Arrests/Medicals

- **June 2:** Ranger staff responded to a report of a traumatic injury involving a collision between a child on an electric scooter and a parked vehicle. Upon arrival, Rangers treated lacerations to the child's face and extremities and immobilized the patient's broken wrist. It was determined it was necessary to call ALS and Engine 28 and AMR arrived on scene. Patient was transported to Henry Mayo. No further incident.
- **June 3:** Ranger staff responded to a report of a brush fire on Piru Canyon Road approximately two miles from Lake Piru. Ranger staff attempted to abate the fire and alerted Ventura County Fire. Engine 28 and VCFD hand crews responded and extinguished the fire. No further incident.
- **June 16:** Ranger staff responded to a disabled vehicle on Piru Canyon Road that was blocking the northbound lane. Rangers controlled traffic until CHP arrival. No further incident.
- **June 21:** Staff responded to a drowning call at the Juan Fernandez swim beach. Ranger staff evaluated the patient until Engine 28 arrived on scene. Ultimately the patient was stable and other group members transported the patient to a local hospital.

### Citations/Enforcement Summary

- Throughout June, three citations were issued for violations of District Ordinance 15 and or for violations of the California Penal Code of the California Harbors and Navigation Code. Additionally, it should be noted that Ranger staff issued numerous verbal warnings throughout the month for violations of District ordinances and state laws.

### Grants

- Nothing to report.



## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Dr. Jason Sun, Supervisory Water Resources Engineer  
Murray McEachron, Hydrologist Supervisor  
John Lindquist, Water Resources Supervisor

**Date:** June 26, 2024 (July 10, 2024, meeting)

**Agenda Item: 4.3 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs) Information Item**

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### **Staff Recommendation:**

The Board members will receive a report on Water Resources Department activities for the month of June 2024, including a summary of the activities of the Santa Paula Basin (adjudicated) Technical Advisory Committee and three local Groundwater Sustainability Agencies (Fox Canyon Groundwater Management Agency [FCGMA], Fillmore and Piru Basins Groundwater Sustainability Agency [FPBGSA], and Mound Basin Groundwater Sustainability Agency [MBGSA]).

### **Discussion:**

#### **Staff Activities**

Notable efforts and activities conducted by staff during June included the following:

- Groundwater Modeling:
  - Staff have completed the GSP baseline, reduction, projects, projects with EBB, and Baseline with EBB scenarios for FCGMA. Staff have completed particle tracking simulations for the GSP scenarios.
  - Staff communicated through phone calls, emails, and meetings, with FCGMA staff and its consultant, DUDEK, on coordinating the GSP modeling support efforts.
  - Staff are preparing the simulations in support of the EBB presentation to FCGMA.
  - Staff are preparing groundwater model update/extension documentation.
  - Staff are preparing native yield analysis documentation.

**Agenda Item: 4.3 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs) Information Item**

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- Staff are assisting the City of Ventura to evaluate more injection and recovery for indirect potable reuse (IPR) scenarios with United's groundwater model.
- Hydrology:
  - Staff are coordinating with Operations and Environmental Departments for the implementation of releases at the Santa Felicia Dam and bypass flows at the Freeman Diversion.
  - Staff continued to provide input on operational decisions at Freeman Diversion to manage sediment accumulation near the intake structure, maximize diversions, and comply with regulatory requirements.
  - Staff continued to assist the Environmental Services and Engineering Departments in evaluating fish passage under consideration for United's Habitat Conservation Plan (HCP), particularly the flows at the critical riffles downstream of the Freeman Diversion.
  - Staff continued to coordinate with operations at Saticoy and El Rio to maintain optimum percolation rates for the facilities.
  - Staff have provided water release modeling and hydrologic and water quality analysis for the Dam Safety Improvement project.
  - Staff provided surface water model inputs for the OPV GSP modeling update.
  - Staff continue to provide information to Piru/Fillmore GSP on technical issues.
  - Staff continue to provide information regarding the Fish and Game Commission listing of O mykiss in southern California.
  - Staff prepared and submitted the annual Report of Compliance with Terms and Conditions 1(a) and 4(a) to National Marine Fisheries Service
- Hydrogeology:
  - Staff continued collecting groundwater elevation and quality data throughout the District's service area, following up with quality control, analysis, and reporting activities required or requested to support water resources management by United and other entities within our service area.
    - Staff utilized new water quality instruments to reduce staff hours required for sampling events and increase efficiency of data collection.
  - Staff continued to participate in planning and execution of Phase 1 of the EBB Water Project, including the following activities:
    - Oversee and direct contractors that are installing monitoring wells at Navy Base Ventura County (NBVC) Point Mugu.
    - Continue assisting with design of extraction wells.

**Agenda Item: 4.3 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs) Information Item**

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- Continue preparing a presentation to the FCGMA Board of Directors describing the EBB Water Project and United's draft monitoring and contingency plan for Phase 1 extraction pumping; to support a request for permission to extract up to 3,500 acre-feet per year (AFY) of groundwater (this presentation is tentatively scheduled for July 24, 2024).
- Proposition 1, Round 3 grant agreement supporting construction of Phase 1 was fully executed by District's General Manager and Water Boards.
- Staff continued supporting the development of responses to DWR's comments on the GSPs for the Fillmore and Piru Basins.
- Staff collated data and documents as advised by United's legal counsel in response to Public Records Act requests received.
- Staff continued evaluating recently obtained data for water use with United's service area to provide an updated analysis of significant trends and changes. Staff also reviewed rates for other sources of water in southern Ventura County and collaborated with the Finance Department to develop a comparison graph.
- Staff provided input regarding groundwater conditions within the District in support of the annual budget hearing.
- Staff helped review data to be used as input to the Districtwide groundwater flow model.
- Staff continued to develop plans to optimize and improve efficiency of the District's groundwater and surface-water monitoring programs.
- Staff contributed to the United management team's effort to update United's strategic plan.
- Outreach and Education
  - Staff participated in a presentation to the Channel Islands Beach Community Services District on June 4 regarding current water-supply conditions, planned water-supply projects, and the District's proposed budget for FY 2024.
  - Staff gave a presentation to the Santa Paula City Council on June 5 regarding current groundwater conditions in Santa Paula Basin, the positive impacts of two years of higher-than-normal rainfall in 2023 and 2024, and the potential negative impacts of bypass flows at Freeman Diversion that have been recommended by the National Marine Fisheries Service.
  - Staff attended a mandatory workplace violence-prevention training session on June 5.

**Agenda Item: 4.3 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs) Information Item**

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- Staff participated in a meeting of the informal California seawater intrusion extraction barrier work group on June 13.
- Staff from the Water Resources and Engineering Departments gave a presentation titled “The Power of Federal, State and Local Collaboration in Combating Seawater Intrusion and Brining Water Security to Ventura County” on June 13 at the American Water Works’ 2024 Annual Conference and Expo, in Anaheim, California.
- Staff attended Association of Water Agencies-Ventura County’s Water Issues Committee meeting on June 18 and their “WaterWise Breakfast” presentation on June 20, which focused on 2024 trends and technologies influencing the water industry.

**Fox Canyon Groundwater Management Agency (FCGMA)**

Staff continue to monitor and, where appropriate, participate in the FCGMA’s groundwater sustainability planning and implementation efforts in the Oxnard, Pleasant Valley, and West Las Posas Valley basins. United staff continued to meet periodically with FCGMA staff and other stakeholders to analyze benefits and impacts of water-supply projects in support of developing a sustainable, resilient water-supply portfolio for the service areas of both agencies, and to conduct modeling for the 5-year update of the Oxnard and Pleasant Valley Basin GSPs. United staff also attended and, where appropriate, contributed to, FCGMA Board and Committee meetings, as follows:

*Board of Directors meetings* – The FCGMA held a special Board meeting on June 13, which consisted primarily of a closed session to discuss legal issues related to existing litigation between the Agency and the Las Posas Valley Water Rights Coalition.

The FCGMA held a regular Board meeting on June 26, which included the following notable agenda items:

- The Board received an update from Agency staff on progress and planning for completing the 5-year updates for the Oxnard, Pleasant Valley, and Las Posas Valley Basin GSPs.
- The Board authorized payment of a final invoice to Vasquez & Company for biennial auditing.
- The Board adopted a resolution cancelling the 2<sup>nd</sup> installment of LPV watermaster basin assessments for FY 23-24.
- The Board considered recommendation on Collection and Enforcement action for the Las Posas Valley Watermaster Basin Assessment. The Board recommended coordination with the Policy Advisory Committee (PAC) and reviewing the need to take legal action against delinquent assessments in closed session.

**Agenda Item: 4.3 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs) Information Item**

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- The Board received a presentation from Agency staff on the development, testing, and schedule of the Las Posas Valley Semi-Annual Extraction and Use Reporting Tool.

The next regular Board meeting is scheduled for July 24.

The FCGMA's Fiscal Committee held a meeting on June 10 to discuss Las Posas Valley (LPV) Basin Watermaster fund balances, the Watermaster's budget, and collection remedies and enforcement efforts. United staff did not attend this meeting.

The FCGMA's Fiscal Committee held another meeting on June 11 to develop the Agency's budget for FY 2024-25. United staff did not attend this meeting.

The FCGMA's Executive Committee held a meeting on June 20 to receive an update on Hallmark Inc's estimated staffing requirements. Chris Coppinger attended.

**Fillmore and Piru Basins Groundwater Sustainability Agency (FPBGSA)**

Staff continue to participate in FPBGSA activities supporting SGMA compliance and GSP implementation for the Fillmore and Piru basins, as follows:

*Board of Directors meetings* – The FPBGSA held a regular Board meeting on June 20, which included the following notable agenda items:

- The Board conducted a public hearing regarding a proposed \$14 per acre-ft extraction fee. A \$13 fee was approved.
- The Board received a presentation from Daniel B Stephens & Associates on the amended groundwater Sustainability plans.
- The Board received a presentation from staff regarding the Agency's anticipated scope of work for fiscal year 2024-25.

The next FPBGSA Board meeting is scheduled for July 9.

**Mound Basin Groundwater Sustainability Agency (MBGSA)**

Staff continue to participate in MBGSA activities supporting SGMA compliance and GSP implementation for the Mound basin, as follows:

*Board of Directors meetings* – The MBGSA held a regular Board meeting on June 24, which included the following notable agenda items:

- The Board accepted UCWD's reappointment of Director Keeling.
- The Board approved resolution 2024-04 setting a \$129 per acre ft extraction fee.
- The Board received an update from the Executive Director on a meeting with DWR on Recommended Corrective Action for the GSP.

The next MBGSA Board meeting is scheduled for July 22.

**Agenda Item: 4.3 Water Resources Department Monthly Report and Update on  
Activities of Local Groundwater Sustainability Agencies (GSAs)  
Information Item**

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**Santa Paula Basin Technical Advisory Committee (TAC)**

Staff continue to participate in the Santa Paula Basin TAC in support of the Santa Paula Basin Judgment and in conformance with SGMA reporting requirements for adjudicated basins, as follows:

- Staff continue to evaluate data and develop the annual report for calendar and WY 2023 for Santa Paula Basin.



## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Josh Perez, Chief Human Resources Officer  
Brian H. Zahn, Chief Financial Officer  
Tony Huynh, Risk and Safety Manager  
Zachary Plummer, Technology Systems Manager  
Tracy Oehler, Executive Assistant/Clerk of the Board

**Date:** June 28, 2024 (July 10, 2024, meeting)

**Agenda Item:** **4.4 Administrative Services Department Monthly Report**  
**Information Item**

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### **Staff Recommendation:**

Receive and review this staff report from the Administrative Services Department about its activities for June 2024.

### **Discussion:**

#### **Finance**

- The Interim Financial Audit has begun for fiscal year 2023-24.
- Acquired two new vehicles for the Operations and Maintenance Department to replace inoperable vehicles using funds from fiscal year 2023-24 budget.
- Fiscal Year 2024-25 Adopted Budget books are being prepared.
- An offer is being extended to fill the open Finance position.
- First draw from the WIFIA loan to be made in July 2024.

#### **Administrative Services**

- Provided administrative assistance for drafting, finalizing, distributing/posting materials, and room set up for the Finance and Audit Committee meeting (June 3) as well as the regular Board of Directors meeting (June 10). Additionally, Fillmore and Piru Basins Groundwater Sustainability Agency meetings (June 20) held at the City of Fillmore and Mound Basin Groundwater Sustainability Agency (June 24) held at the City of Ventura.
- With support from IT, HR, and Operations and Maintenance organized All Staff Meeting (June 19) by preparing flyer, monitoring potluck signup, organized meals, purchasing consumables, setting up room, and beverages.

#### 4.4 Administrative Services Department Monthly Report Information Item

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*June 19, 2024, All Staff Meeting and Summer Potluck*



- Provided logistical support for the UWCD Violence Prevention meeting (June 5).



*June 5, 2024, UWCD Mandatory Workplace Violence Training*

- Provided logistical support with room and beverage setup for the following outside agency meetings: AWA Executive Committee (June 6), ACP-HLB Growers (June 11), UCANR (June 11), AWA Water Issues Committee (June 18), and VCCWA (June 18).

#### Human Resources

- Working on recruitments for the following positions:
  - Associate Dam Operator, position closes on July 1
  - Senior Control Systems Technician, position closes on July 1
  - Senior Water Resources Technician, position closes on July 1 (internal)
  - Principal Hydrologist, position closes on July 1 (internal)
  - Accountant position closed and interviews completed
  - Environmental Services Field Assistant and interviews completed, recommendations pending GM approval

#### 4.4 Administrative Services Department Monthly Report Information Item

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- New Hires:
  - Greg Metzli hired as new Part-time Seasonal Park Ranger Assistant and started June 20
  - Associate Environmental Scientist Haven Whipple scheduled to start July 15
  - Associate Engineer Matthew Wong scheduled to begin role on August 26
  - Ella Goodheart selected for part-time Environmental Services Field Assistant role
- Held Brownbag Session “Strategies for Growth” on June 20
- Held mandatory workplace violence prevention policy training on June 5
- Prepared for Cost-of-Living Increases (COLAs) and admin leave PAF’s
- Prepared housing increases for District housing
- Finalized employee manual and sent to union for review

#### Risk and Safety Management

- Evaluated Department of Water Resources (DWR) Public Information Officer and Liaison Officer roles during functional exercise at Ventura County Emergency Operations Center; also coordinated internal UWCD participation and after-action pertaining to the drill.
- Supported Engineering Department with Annual SFD EAP Call-Down Drill.
- Represented the District at the initial Regional Radio Project Oversight Committee at the County Government Center; also coordinated installation of new Motorola Mobile Radios into District vehicles and patrol boats.
- Conducted monthly safety meeting focusing on Lockout and Tagout standard operating procedures.
- Certified new Lake Piru seasonal staff on CPR/First Aid/AED.
- Performed Hazard Assessments for each District facilities as part of the District’s Workplace Violence Prevention Plan (which has been reviewed by Legal).



*June 5, 2024, Training and Seismic Assessment at El Rio (Chlorine Building)*

#### 4.4 Administrative Services Department Monthly Report Information Item

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- Continue to respond to ongoing FEMA RFIs on various disaster recover projects; damaged equipment for the Freeman Diversion was finally obligated by FEMA, which will result in a disbursement of approximately \$40,000.

*June 11, 2024, Fire Extinguisher  
Training at Lake Piru*



#### Technology Systems

- **Open Tickets:**
  - Of the 100 total tickets for the past 30 days, all have been closed. This demonstrates our effective resolution and timely support by the Technology Systems service desk.
  - Efforts were concentrated on high-priority issues to ensure critical operations remained fully functional and unimpacted by Technology Systems work.
- **Ticket Priority and Management:**
  - High-priority tickets accounted for 10% of the total, all of which were resolved promptly to minimize disruption to business operations.
- **Workload and Efficiency:**
  - To balance workloads and improve response times, tickets were redistributed among newly hired Technology Systems interns who are supporting the department's activities.
  - Notably, Intern Stephanie Cabrera closed 40% of the tickets, showcasing exceptional efficiency. Manager Zachary Plummer and Intern Anthony Robles closed 25% and 20% respectively, with 15% closed by other remaining staff members.
- **Notable Resolutions:**
  - Completed district phone deployments, upgrades, and maintenance, maturing our updated mobile device program.
  - Facilitated new employee onboarding, promotions, and system access updates to ensure seamless integration and operational readiness.

#### 4.4 Administrative Services Department Monthly Report Information Item

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- **New or Ongoing Projects:**
  - Technology Systems participated in introductions with onboarding teams for the new cybersecurity program and managed detection and response teams. These sessions occur approximately twice a month, and more updates related to the new programs will be provided in future reports.
  - Initiated a project with a contractor to perform software upgrades under a service contract. This ensures the district's server equipment remains current. The same firm that implemented our data center servers in 2022 is executing this project.
- **Strategic Security Initiatives:**
  - As an update from the cyber committee of staff and management, continuously reviews recommendations from federal regulators. We are planning a disaster recovery exercise to test and confirm our data recovery capabilities. We have expanded this exercise with partnerships from federal agencies. Further updates will be provided as we develop the training conditions.
- **Committee and Workshop Support:**
  - Provided critical IT support to UWCD's Board Committees and other committees, ensuring effective technology integration for essential discussions.
    - Supported various workshops and meetings, including:
      - UWCD Finance and Audit Committee Meeting
      - UWCD ACFR Presentation
      - Workplace de-escalation seminar
      - Several AWA Committees and Water Wise
      - UC Extended Education
      - California Women for Agriculture (VC-CWA) Hybrid Meeting
      - Safety and brown bag hybrid meetings
      - Budget Workshop on May 28th
      - FPBGSA Hybrid Meeting and Special Meeting
      - MBGSA Hybrid Board Meeting
- **Technological Advancements at Lake Piru:**
  - Coordinated with Control Systems and Electrician Staff to update the network cabinet location at the Lake Piru Gatehouse. This facilitates the installation of a more robust network needed for Lake Piru Recreation Personnel as well as our Risk and Safety team.
  - Conducted an electrical systems evaluation site visit with Stantec as part of the Lake Piru Facilities Improvement Project.

## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Maryam A. Bral, Chief Engineer  
Robert J. Richardson, Engineering Manager  
Nathan Summerville, Senior Engineer  
Adrian Quiroz, Engineer  
Kaili Taniguchi, Engineer  
Kimberly Badescu, Associate Engineer  
Zachary Hanson, Water Resources Engineer

**Date:** June 25, 2024 (July 10, 2024, meeting)

**Agenda Item:** 4.5 Engineering Department Monthly Report  
Information item

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### Staff Recommendation:

Receive this summary report from the Engineering Department regarding its activities for the months of May and June 2024.

### Discussion:

1. Santa Felicia Dam Safety Improvement Project
  - Spillway Improvement Project
    - On June 21, Staff received a finalized proposal from GEI Consultants for the 90% Design, 100% Design, and Bid Phase Support Services for the SFD Spillway Improvement Project. The proposed not-to-exceed fee for these services is in the amount of \$2,154,576 and the contract term would span from July 2024 through June 2028.
  - Outlet Works Improvement Project
    - On May 23, Engineering Staff, O&M Staff, and Construction Management Services Consultant, Black & Veatch, conducted a constructability review site visit for the Outlet Works Improvement Project. In addition, the group reviewed a three-dimensional model of the proposed outlet works facility to ensure that there is appropriate access, clearance, and egress in the Intake Control Facility and Downstream Control Facility for day-to-day operations and maintenance.
    - On June 19, Staff received a finalized proposal from Black & Veatch Corporation for Amendment No.1 to the Professional Consulting Services

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

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Agreement (PCSA) for Construction Management and Inspection Services for the Outlet Works Improvement Project. The proposed not-to-exceed fee for the services included in this amendment is \$1,780,888 which would bring the total contract amount to \$3,279,511 to date. The contract term would span from July 2024 through June 2025.

- On June 21, Staff submitted a request for authorization to construct the SFD 72" Butterfly Valve Redundancy Plan to FERC. If authorized by FERC, construction of this project would take place in September 2025.
- Design PFMA – 90% Outlet Works and 60% Spillway
  - Design PFMA Workshop - The design PFMA workshop was conducted at District HQ from January 22-25, and three virtual overflow days were conducted on February 2, February 5, and March 11. The final report was e-filed with FERC on June 7.
- FERC License Amendment Application, NEPA Documentation, and the Endangered Species Act Section 7 Consultation
  - Please see the monthly Environmental Services Department staff report for additional updates.
- Loan and Grant Applications
  - On May 30, Staff received a letter from the Department of Energy (DOE) offering the District an opportunity to revise the Community Benefits Plan (CBP) component of the application to the DOE's Section 247 - Maintaining and Enhancing Hydroelectricity Incentive Program. The CBP was enhanced by Staff according to the program guidance and resubmitted to the DOE on June 20. The District's original program application was submitted on March 11, requesting \$5 million for the SFD Outlet Works Improvement Project.

#### 2. Lake Piru Recreation Area Facility Improvement Project (FIP)

- On June 4, Engineering and O&M Staff and Stantec Consulting Services conducted a site reconnaissance visit at the Lake Piru Recreation Area to review the facility's electrical systems. Please see Figure 1 - UWCD and Stantec during LP Site Visit on June 4. The site visit would inform the Electrical Systems Evaluation that Stantec is developing as part of the FIP 30% Design Package.

#### 3. Freeman Diversion Expansion

- Staff continue to meet with the special advisors and consultants to provide data to be used in their sediment model.
- Please see the Monthly Environmental Services Department Report for updates on the Project's environmental compliance and permitting process.

#### 4. Iron and Manganese Treatment Facility

- GSE's work in this reporting period included addressing punch list items related to start-up and testing.

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

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- The three-month operational period to comply with the Division of Drinking Water (DDW) requirements for demonstrating full treatment efficacy started on April 10. GSE's 30-day O&M support period also started on this date. As of June 24, approximately 402.5 acre-feet of treated water has been delivered to the OH system from the Iron and Manganese Treatment Plant.
- Amendment No. 5 was fully executed with HDR Engineering, Inc. in the amount of \$38,479 for construction management and inspection services for the extended period for start-up and testing activities and for all construction contract close-out activities.
- Change Order No. 44 has been fully executed with GSE Construction Company, Inc. in the amount of \$76,316.75 which includes work that was conducted on a Time and Materials (T&M) basis to remove and relocate combination air valves and to install 3-inch motor-operated valves at the filter vessel vents to substantially improve the operation of the air scour system.
- Amendment No. 2 request was submitted to the Office of Local Defense Community Cooperation (OLDCC) to extend the Defense Community Infrastructure Program (DCIP) grant end date from July 31 to December 31 to complete all grant close-out activities.

#### **5. PTP Metering Improvement Project**

- Four owner-signed utility easement deeds have been received and delivered to the Ventura County Clerk-Recorder for recording including Turnout Nos. 120, 142, 145, and 150.
- Hamner, Jewell, and Associates (HJA) have been assisting in the acquisition of four (4) outstanding utility easement deeds including Turnout Nos. 107, 156, 144 and 154. There are pending challenges associated with obtaining owner signatures that include:
  - Turnout No. 107: One of the family members listed on the property title has deceased and is in probate. The property ownership names and ownership distribution are not clear and there would be risk in executing a utility easement deed with only partial ownership approval.
  - Turnout No. 156: There are multiple property owners listed in the title and a majority owner who is actively farming on the property has made several special requests to the District in exchange for a signed easement. These requests have significant implications and additional costs that would not be advantageous to the District.
  - Turnout No. 144: The property owner has repeatedly indicated to HJA and District staff that they will sign the easement deed but has not followed through.
  - Turnout No. 154: The property owner submitted a letter to the District on January 28, 2022, stating they will not offer an easement deed to the District.
- An additional eight (8) battery-operated meters (3x6", 3x8", 2x10") were procured to close out the project, including a ready-service spare in each size.

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

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- Total number of meters installed: 53 of 60 or 88.3% complete.
  - Easement acquisition completion: 36 of 40 obtained or 90% complete.
  - Approximately 85% of the installed meters have been integrated into the District's Supervisory Control and Data Acquisition System (SCADA).
6. PTP Recycled Water Connection – Laguna Road Pipeline Project
- May 17- Technical Workshop meeting with MKN Associates (MKN) and Mott MacDonald (MottMac) with initial constructability review comments from MottMac to MKN, primarily regarding the Horizontal Direction Drilling (HDD) of the pipeline under the Revolon Slough.
  - June 12 - The Board of Directors adopted the Initial Study, Mitigated Negative (CEQA document) Declaration (IS-MND).
  - June 13 - MKN submitted the draft 100% design plans and specifications related to the pipeline. Staff worked with MottMac to review and provide comments back to MKN by June 28.
7. Rice Avenue Grade Separation Project and Impact on PTP
- On June 11, the District was informed that the City of Oxnard has included a “Coordination Clause” in the project bid documents. The “Coordination Clause” will provide access to Well Site No. 4 and a segment of the 30-inch PTP main line northwest of the Union Pacific Railroad right of way during the construction phase.
8. State Water Project (SWP) Interconnection Pipeline Project
- The 100% design documents for the project are nearly complete. The City of Ventura will tentatively advertise the project for bids in August 2024. Staff will continue to coordinate the project activities, including the construction schedule, with the City.
9. Freeman Conveyance System Upgrade - Freeman to Ferro
- Three Barrel Culvert Replacement: On June 18, staff submitted a permit package to the Army Corp of Engineers for a 408 permit.
  - Inverted Siphon Replacement: Staff continued preconstruction activities and coordination for the upcoming construction planned to start on July 15. Staff executed a rental agreement with Herc Rentals for \$88,334 to provide bypass pumping for canal operations during construction. Staff also executed an agreement with the Department of Water Resources under their Flood Diversion and Recharge Enhancement Initiative to support up to \$480,000 of recharge enhancement activities.
  - Vineyard Avenue Crossing: Staff received the 100% design plans for the Noble-Ferro connection across Vineyard Avenue. The encroachment permit package remains under review by Caltrans. Staff continued with environmental permitting efforts.

## 4.5 Engineering Department Monthly Report Information Item

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

- Grants:
  - June 17 - The District submitted a grant application in response to the Office of Local Defense Community Cooperation (OLDCC) FY24 Defense Community Infrastructure Program (DCIP) grant opportunity requesting \$20 million in Federal funds for the Phase 1 project. Several letters of support were received including Naval Base Ventura County's new Commanding Officer, Capt. Brown, and from Congresswoman Julia Brownley.
  - June 17 – The grant agreement with the State Water Resources Control Board (SWRCB) Division of Financial Assistance (DFA) for the \$8,449,062 Groundwater Grant Program (GWGP) grant for the Phase 1 project was fully executed. The anticipated work completion date per the agreement is currently February 1, 2026.
- Agreements:
  - The District received a letter requesting funding in the amount of \$110,000 as the Real Estate Administrative Fee to Naval Facilities Engineering Systems Command Southwest Real Estate Department to support the Navy's efforts in executing a 50-year easement in support of the Phase 1 project.
- Design:
  - Kennedy/Jenks Consultants (K/J) is preparing 30% design documents relating to the conveyance pipelines.
  - K/J is preparing an Outfall Technical Memorandum (TM) providing a technical evaluation of several outfall construction alternatives with an anticipated completion date of July 31.
- CEQA/NEPA/Permits:
  - Please see the Monthly Environmental Services Department Report for updates on the Project's environmental compliance and permitting process.
- Geotech/Hydrogeology:
  - Please see the Monthly Water Resources Department Report for updates on the construction of new monitoring wells.
  - June 18 -Shear vane study conducted in the Mugu Lagoon to determine design requirements for outfall design.
  - Earth Systems (ES) is preparing the draft geotechnical report with an anticipated completion date of June 2024.

### 11. Asset Management/ CMMS System

- Staff continued to plan a field condition assessment of a portion of the OH Pipeline, which is scheduled for the end of 2024.

### 12. OH Water Well No.20

- No updates to report.

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

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##### **13. OH Well 14 Energy Efficiency Upgrade**

- No updates to report.

##### **14. California American Water Emergency Use Interconnection to the OH Pipeline**

- The California American Water (CalAM) is planning to start work in Simon Way in July. The District and CalAM will closely coordinate the construction activities related to the emergency connections to the OH Pipeline that require the OH Pipeline shutdown. The OH Pipeline shutdown that is expected to take place in November will be closely coordinated with the District customers at the minimum two weeks prior to the shutdown.

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

- On June 4, Maryam Bral along with Brian Zahn and John Lindquist presented “UWCD FY 2024-25 Budget” to the Channel Islands Beach Community Services District’s Board of Directors.
- On June 5, the annual California Division of Dams (DSOD) inspection of SFD was conducted. In attendance were Engineering, O&M, and Recreation Staff in addition to the DSOD Area 9 Engineer, Cameron Lancaster, DSOD Regional Engineer, Brandon Cruz, and DSOD Field Engineering Branch Chief, Andrew Mangney. The group observed the full open/close cycle of the two (2) 36” cone valves and the 72” Butterfly. In addition, the group inspected the dam embankment, abutments, spillway, and outlet works tunnel. An inspection report will be prepared by DSOD and only minor maintenance action items are anticipated to be included. Please see Figure 2. - Annual SFD Inspection by DSOD on June 5.
- On June 6, Engineering, O&M, Human Resources, and Recreation District Staff participated in DWR’s 2024 Pyramid Dam Functional Exercise, see Figure 3 – UWCD Staff Participating in DWR Functional Exercise on June 6. Staff actively participated in the exercise and responded to a simulated failure of Pyramid Dam. The exercise took place at the Ventura County Emergency Operations Center in Ventura, CA.
- On June 7, Maryam Bral along with General Manager, Mauricio Guardado, President Berger, and Director Huber attended the Naval Base Ventura County Change of Command Ceremony at the Ronald Reagan Presidential Library in Simi Valley. Please see Figure 4 – United Staff and Board Members attended NBVC Change of Command Ceremony on June 7.
- On June 10, Nathan Summerville attended a Workshop at the American Water Works Association (AWWA) Annual Conference and Exposition (ACE) in Anaheim, California. The workshop covered condition assessment of large-diameter water transmission lines.
- On June 13, Robert Richardson and Christofer Coppinger presented “The Power of Federal, State and Local Collaboration in Combating Seawater Intrusion and Bringing Water Security to Ventura County” at AWWA ACE in Anaheim, California.

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

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Please see Figure 5 - Robert Richardson and Christofer Coppinger presenting at AWWA ACE24.

- Maryam Bral attended AWA Water Issues Committee meeting on June 18 and WaterWise Breakfast presentation on June 20.
- On June 20, Kimberly Badescu, the Department's new hire attended the Water Collaborative Delivery Association training on Collaborative Project Delivery in Santa Ana, California.

**4.5 Engineering Department Monthly Report  
Information Item**

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**Figure 1 - UWCD and Stantec during LP Site Visit on June 4**



**Figure 2 - Annual SFD Inspection by DSOD on June 5**

#### 4.5 Engineering Department Monthly Report Information Item

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**Figure 3 – UWCD Staff Participating in DWR Functional Exercise on June 6**



**Figure 4 – United Staff and Board Members attended NBVC Change of Command Ceremony on June 7**

**4.5 Engineering Department Monthly Report  
Information Item**

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**Figure 5 - Robert Richardson and Christofer Coppinger presenting at AWWA  
ACE24**



## STAFF REPORT

**To:** UWCD Board of Directors

**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 25, 2024 (July 10, 2024, meeting)

**Agenda Item:** 4.6 Environmental Services Department Monthly Report  
Information Item

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### Staff Recommendation:

Receive this summary report from the Environmental Services Department regarding activities for the month of June 2024.

### Discussion:

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

- Santa Felicia Dam Safety Improvement Project (SFDSIP)

On May 29, 2024, United Water Conservation District (United) filed a project status update with FERC proposing to submit updated National Environmental Policy Act and Endangered Species Act Section 7 consultation documents by September 30, 2024. These will include an updated Environmental Assessment, an updated draft Biological Assessment for the National Marine Fisheries Service (NMFS), and a draft Biological Assessment for the U.S. Fish and Wildlife Service (USFWS). United will also file a revised overall project schedule with FERC by August 6, 2024.

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

Under the Water Release Plan and FERC license for the Santa Felicia Project, United 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 the triggers for enhanced habitat water releases through October 1, 2024. The minimum required habitat water release starting June 1 through October 1 is nine cubic feet per second.

## 4.6 Environmental Services Department Monthly Report Information Item

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- Santa Felicia Fish Passage Pre-Implementation Studies

On June 4, 2024, Environmental Services staff (ES) stopped fish trapping in middle Piru Creek due to water temperatures exceeding the thermal maximum (21°C) established in the project's Scientific Collecting Permit, issued by the California Department of Fish and Wildlife (CDFW). Both the rotary screw trap and fyke trap were removed from middle Piru Creek by Cramer Fish Sciences staff with assistance from ES and Recreation staff. In accordance with the USFWS Biological Opinion for the project, sensitive species surveys (arroyo toad and least Bell's vireo) were completed both before and during demobilization of the fish traps.

The 2023–2024 field sampling season was the final phase of planned field activities for pre-implementation studies in middle Piru Creek. Cramer Fish Sciences and ES will analyze the 2023–24 data and prepare a summary report which will be used to inform recommendations for future resource agency consultation.

- Annual Reporting, Triggered Surveys, and Permitting

Land Resource Management Plan (LRMP): On June 27, 2024, ES filed an annual report with FERC and NMFS in accordance with the LRMP. The annual report detailed all use and maintenance of the wet crossing on lower Piru Creek below Santa Felicia Dam between July 1, 2023, and June 30, 2024.

Snorkel Surveys: During the week of June 24, 2024, ES completed the last triggered snorkel surveys below Santa Felicia Dam. The snorkel surveys are a FERC compliance activity and were triggered in response to fish recorded moving upstream in the Freeman Diversion fish ladder in May 2024.

Section 404 Clean Water Act Permit: On June 18, 2024, ES submitted a permit modification request to the U.S. Army Corps of Engineers (USACE) to adjust the location of a portion of the 3.4-acre swim beach at the Juan Fernandez Day Use Area.

### 2. Freeman Diversion Operations

During the month of June, ES supported Freeman Diversion operations and maintenance activities by coordinating with and providing notifications to resource agencies as needed, conducting surveys of dewatered areas, and providing on-site biological monitoring. The fish ladder remains operational.

On May 30, 2024, a single individual *Oncorhynchus mykiss* (*O. mykiss*) was documented by the video surveillance system transiting through the Freeman Diversion fish ladder in an upstream direction.

On June 4, 2024, ES filed a letter with the USACE requesting an extension of the current Clean Water Act 404 Programmatic Individual Permit for routine maintenance at the Freeman Diversion.

## 4.6 Environmental Services Department Monthly Report Information Item

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### 3. Freeman Diversion Multiple Species Habitat Conservation Plan (MSHCP)

On May 30, 2024, Judge David O. Carter issued a Minute Order in the *Wishtoyo Foundation et al. v. United* case requiring United and Wishtoyo to submit to the court proposed findings and orders regarding future operations at the Freeman Diversion by July 9, 2024, as well as to attend a hearing on the subject on July 16, 2024. In addition to requiring United and Wishtoyo to submit proposed findings and orders, the Minute Order also invited NMFS and CDFW to submit their own proposed findings and orders at their discretion. Wishtoyo, NMFS, and CDFW all requested that the court extend the filing date and on June 17, 2024, Judge Carter issued an order granting the extension and establishing a new filing date of September 13, 2024, and a subsequent hearing date of September 30, 2024.

### 4. Quagga Mussel Management

Throughout the month of June, ES continued conducting quagga mussel monitoring activities on Lake Piru, lower Piru Creek, and the spillway pool in accordance with the Quagga Mussel Monitoring and Control Plan. ES also continued quagga mussel veliger (larva) sampling in United's lower system. United staff continues to meet regularly with Pleasant Valley County Water District (PVCWD).

During the weekend of May 31, 2024, scientific divers conducted quagga mussel control and monitoring activities at Lake Piru. The divers observed a large recruitment of quagga mussels on all hard substrates. Between 60 to 90 feet below the surface, the divers observed close to 100% cover on hard substrates.

On June 6, 2024, ES met with Department of Water Resources environmental staff to discuss the quagga mussel infestations in Pyramid and Castaic Lakes.

### 5. Capital Improvement Project Permitting and California Environmental Quality Act (CEQA) Support

During the month of June, ES continued to support Engineering Department (Engineering) staff with environmental permitting and CEQA compliance for multiple projects.

On June 18, 2024, Engineering submitted the 408 Permission package for the Three Barrel Culvert Replacement Project with the USACE. In support of the project, ES completed all environmental requirements and reviewed all cultural materials for the package.

During the month of June, the CEQA process for the Groundwater Recharge Capacity Expansion Project (Vineyard Undercrossing Project) continued to move forward. ES and Engineering reviewed the draft CEQA Initial Study – Mitigated Negative Declaration for the project.

On June 12, 2024, United's Board of Directors adopted the CEQA document for the Pumping Trough Pipeline Recycled Water Connection Laguna Road Pipeline Project. The

## 4.6 Environmental Services Department Monthly Report Information Item

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final CEQA Notice of Determination was posted with the Ventura County Clerk on June 14, 2024, and with the State Clearinghouse on June 18, 2024.

### 6. Grant Efforts

On June 17, 2024, United applied for a \$20 million federal grant from the FY23 Department of Defense, Defense Community Infrastructure Program, to support Phase 1 of the Extraction Barrier and Brackish Water Treatment Project.

On June 24, 2024, United applied for a \$3 million federal grant from the FY24 Bureau of Reclamation, WaterSMART Environmental Water Resource Projects Round 1, for the Freeman Diversion Fish Screen and Fish Bypass System Project. To date, United has received letters of support for the Freeman Diversion Fish Screen and Fish Bypass System Project from the Farmer's Irrigation District, Southland Sod, The Nature Conservancy, NMFS, Center for Biological Diversity, PVCWD, CalTrout, and CDFW.

During the week of June 24, 2024, two members of the Grant Task Force, ES staff Tessa Lenz and HR staff Destiny Rubio, traveled to Washington, D.C. with the General Manager to meet with funding agency staff and highlight United's key projects.

### 7. Miscellaneous

- On June 11 and 12, 2024, the U.S. Geological Survey conducted arroyo toad surveys upstream of Lake Piru in middle Piru Creek, Aqua Blanca, and Canton Creek.
- On June 12, 2024, ES attended a webinar hosted by the California Lake Management Society titled "Cyanobacterial blooms vs aquatic weed mitigative strategies: A managerial dilemma?"
- On June 18, 2024, ES and Water Resources provided a tour of the Freeman Diversion to Somach Simmons & Dunn attorneys.
- On June 21, 2024, United submitted a comment letter to the California Fish and Game Commission and CDFW including information regarding the status of *O. mykiss*.
- On June 22 and 23, 2024, ES staff Hannah Garcia-Wickstrum attended a Riparian Bird Workshop in Santa Paula hosted by The Wildlife Society's California Central Coast Chapter.

## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Dr. Maryam Bral, Chief Engineer  
Adrian Quiroz, Engineer  
Kaili Taniguchi, Engineer

**Date:** June 24, 2024 (July 10, 2024, meeting)

**Agenda Item:** 5.1 Amendment to the Professional Consulting Services Agreement with Black and Veatch for Santa Felicia Dam Safety Improvement Project - Outlet Works Improvement Project Construction Management and Inspection Services (CIP 8002) Motion

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### **Staff Recommendation:**

Authorize the General Manager to award an amendment to the executed Professional Consulting Services Agreement with Black and Veatch Corporation in the amount not to exceed \$1,780,888 (Amendment No. 1) to provide construction management and inspection services, and preconstruction services including an independent review of the construction contract documents for the Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project (CIP 8002).

### **Background:**

The existing outlet works system needs to be replaced due to concerns related to the seismic stability of the intake tower and water conveyance conduit through the dam and the ongoing accumulation of sediment in the reservoir that could potentially impact the operation of the outlet works in the near future. The existing outlet works will be relocated to the east (left) abutment and replaced with a new outlet works facility which will consist of an intake control facility, including a sloping intake located in the reservoir, two water conveyance conduits in a new tunnel through a downstream control facility (DCF), and a hydropower facility consisting of a small cross-flow turbine located within the DCF. The design of the Project has advanced to 100% design, which will be completed and presented at the Board of Consultants (BOC) meeting No. 9 in August 2024.

### **Discussion:**

On June 21, 2023, the District entered into an Agreement for Professional Consulting Services with Black and Veatch Corporation (BV) to provide construction management and inspection services over multiple years in the amount of \$14,601,187. This Agreement is structured to provide an Amendment to the Agreement each fiscal year, only for the work that would be completed within that fiscal year. The total cost will be included in Fiscal Years' (FY) future budgets.

**Agenda Item: 5.1 Amendment to the Professional Consulting Services Agreement with Black and Veatch for Santa Felicia Dam Safety Improvement Project - Outlet Works Improvement Project Construction Management and Inspection Services (CIP 8002) Motion**

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BV's scope of work for Amendment No. 1 includes the following key services: independent constructability review of the 100% design, construction contract document review, bid/award process support including potential contractor prequalification, support with an approach to partnering, claims and disputes management for construction, preparation of a document control system for construction, and the preparation and support for multiple preconstruction plans and programs.

BV's proposal for future years' work includes the following key services: public outreach, construction/project management, construction coordination, and documentation, establishing a document control and internet-based communication system, construction administration and change management (contract document clarification, requests for information, potential change orders, change orders, and directed change orders), construction schedule monitoring, contractor invoice review, construction inspections, testing and reporting, partnering, claims and disputes management, and maintaining safety records for the Project for each subsequent fiscal year contract. BV will also coordinate testing and start-up of the new facility, training District staff, environmental compliance services coordination, support for grant and loan compliance, acceptance of the new facility, and closeout of the Project. Future fiscal year contract amendments scopes of work are currently estimated at an amount not to exceed \$11,321,676.

Pending the Federal Energy Regulatory Commission (FERC) approval to proceed with construction in 2026, Staff will request Board approval of the additional amendments to the Contract and allocation of additional funds in the subsequent fiscal year budgets to cover the ongoing activities.

Staff is recommending award of Amendment No. 1 to the contract with BV to continue preconstruction services for the Project.

**Mission Goal:**

Meets Mission-Related Goal C, Regulatory and Environmental Compliance – Ensure long-term sustainability of all water sources within the District while complying with all regulations.

**Fiscal Impact:**

Sufficient funds are available in the FY 2024/25 budget (CIP 8002, Account 8002-850) to cover this FY 2024-25 contract amendment.

Attachment A – Santa Felicia Dam Safety Improvement Project – Amendment No. 1 to Professional Consulting Services Agreement with Black and Veatch Corporation.

**AMENDMENT No. 1**  
**TO THE PROFESSIONAL SERVICE AGREEMENT**

The Professional Service Agreement (hereinafter referred to as “Agreement”) made effective June 21, 2023 by and between United Water Conservation District (hereinafter "United"), and Black and Veatch Corporation (hereinafter referred to a “Consultant”), for the purpose of providing construction management and inspection services, and preconstruction services in connection with Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project (CIP 8002), is here by amended as follows:

**Agreement**

On June 21, 2023, United Water Conservation District entered into an agreement with Black and Veatch Corporation to obtain professional construction management and inspection services provided in connection with the Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project.

This Agreement was executed with the understanding that Amendments will be executed each Fiscal Year to complete the full scope of work. The Contract Agreement contains terms and conditions indicating future Fiscal Year contract approvals being contingent upon approval of future years funding and Board approval.

**Scope of Work**

This amendment dated **July 11, 2024** provides for additional services consisting of construction management and inspection services including preconstruction services. The scope of work is listed in more detail in the attached proposal.

**Contract Term**

This amendment provides for an extended contract term through June 30, 2025.

**Compensation**

The not to exceed cost for the additional work described above is \$1,780,888. The total amended contract amount is \$3,279,511. The conditions of the original Agreement dated June 21, 2023, shall remain enforce except as amended herein.

United Water  
Conservation District

Black and Veatch Corporation

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Mauricio E. Guardado  
General Manager

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Matthew L. Thomas  
Associate Vice President

## **SUMMARY OF AMENDMENT No. 1 TO THE PROFESSIONAL SERVICE AGREEMENT**

This contract Amendment provides updates to Exhibits A, B and C of the Professional Services Agreement that was executed on June 21, 2023. A summary of the updates to each Exhibit is summarized below. The full detailed scope of work and exhibits are included in Attachments A, B and C.

### **Attachment A Summary: Amendment No. 1 to Exhibit A**

Black and Veatch Corporation's (BV) Amendment No. 1 to Exhibit A is an updated scope of work to continue existing tasks and include new tasks as the project approaches the currently scheduled construction start date of July 2026. For tasks that are continuing from the original contract, authorized but unspent funds will be used first, and any additional scope is based on the effort for Fiscal Year 24/25 excluding the estimated carryover.

The main efforts for the Fiscal Year 24/25 include the following:

- Preliminary preparation of a Construction Management Work Plan which will include roles and responsibilities of key personnel, approach to change management, a Communications Plan, a Risk Management Plan, and a Quality Management Plan and other aspects of the project. This plan is scheduled to be revised on a semi-annual basis as the project develops.
- Constructability review of the 100% design of the Outlet Works Project.
- Review of the construction contract documents.
- Support with the bid/award process including potential contractor prequalification.
- Support with development of an approach to Certified Payroll during construction.
- Develop a FERC compliant Construction Quality Control Inspection Program (QCIP).
- Support with the development of an approach to construction administration and change management.
- Support with the development of an approach to partnering, claims and disputes management.
- Preparation of a joint Hazardous Materials Management and Contaminated Soil/Groundwater Contingency Plan.

### **Attachment B Summary: Amendment No. 1 to Exhibit B**

Modifications include an updated cost to the original Agreement.

### **Attachment C Summary: Amendment No. 1 to Exhibit C**

Modifications include updates to the proposed schedule and project milestones. Detailed schedules for each task are included within Exhibit A.

**AMENDMENT No. 1**  
**TO THE PROFESSIONAL SERVICE AGREEMENT**

Attachment A -

**Amendment 1 to EXHIBIT "A" For Fiscal Year 2024/2025**

**CONSTRUCTION MANAGER'S SERVICES**

The scope of services set forth in this Amendment 1 to Exhibit A, which is attached to the Agreement shall be described as the "Basic Services" to be performed under the Period of Performance. The Construction Manager shall provide all the services necessary to complete the Project including the services detailed:

DEFINITIONS:

Period of Schedule Performance: From United Water Conservation District's (District's) Notice to Proceed for the approved Fiscal year 2024/25, which is planned to start on July 1, 2024 through the effective end of the same Fiscal Year, which ends on June 30, 2024. This duration in conjunction with the approved project milestones in Exhibit C are the basis for defining the scope of services and estimated fees in this Amendment 1 to Exhibit A. As such, changes to the project milestones in Amendment 1 to Exhibit C will affect the timing and therefore the level of services to be performed under this scope of services.

Project Phase: All tasks listed below support the project's Preconstruction Phase.

ANNUAL AMENDMENTS: For this Agreement, the services requested in the RFQ/P are being provided in annual funding authorizations that align with the District's fiscal year. In many instances, this results in estimating funds for a 12-month period that if unspent, will "carryover" into the subsequent Amendment covering the next fiscal year even though the funds were originally authorized in the prior fiscal year. A benefit of this process is that it enables the scope of services to adapt to Project-driven changes and therefore gives the District better control over the services being provided (refer to Task 2 (Preconstruction Services)).

Since the original contract authorized a 12-month level of effort, many of these tasks remain a work in progress. In addition, due to decisions to shift the construction start, the level of effort that was originally estimated in the original authorized amounts has been reduced. This has resulted in a net carryover of authorized, but unspent funds that will be used first. Therefore, for these tasks, the level of effort and associated costs listed in Table A-1 are based on the estimated level of effort for this 12-month period of performance *minus* the estimated carryover.

SUMMARY ESTIMATE OF CONSTRUCTION MANAGERS' HOURS, COSTS, AND SCHEDULE:

Based on the project schedule (refer to Amendment 1 to Exhibit C), the following table summarizes the services that will be provided during this period of performance.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

**Table A-1: Task Level Estimated Hours, Costs, and Schedule**

Sub Task	Package (Tasks in RFP- "Superseded")	Hours			Costs (Revenue)			Schedule	
		2024 Q3 & Q4	2025 Q1 & Q2	Total	2024 Q3 & Q4	2025 Q1 & Q2	FY 2024/25 Total	Start	Finish
01	Project Mgmt (1a)	1,565	1,941	3,494	\$ 196,926	\$ 278,430	\$ 475,356	07/01/24	06/30/25
02.0	Pre-Constr. (1a, 2c)	1,281	302	1,583	\$ 234,259	\$ 91,119	\$ 325,378	07/01/24	06/30/25
02.1	Owner's Eng (2a)								
02.2	FERC PFMA (1a)							N/A	N/A
02.5	Prequal & Bid/Award (2c)	1,467	1,446	2,913	\$ 172,945	\$ 233,272	\$ 406,217	06/30/24	06/30/25
02.71	Risk Mgmt Plan (2c, 3)	490	60	550	\$ 64,117	\$ 21,174	\$ 85,292	07/01/24	06/30/25
03	Constr. Coord (1c)	96	48	144	\$ 24,424	\$ 10,151	\$ 34,576	07/01/24	06/30/25
04	C-QCIP (2b)				\$ -	\$ 6,682	\$ 6,682	01/01/25	06/30/25
05	Constr Admin (1c)	108	216	324	\$ 24,482	\$ 50,775	\$ 75,256	07/01/24	06/30/25
06	Safety		84	84	\$ -	\$ 22,911	\$ 22,911	07/01/24	06/30/25
07	Startup							N/A	N/A
08	Inspection & Test.							N/A	N/A
09	Claims Mgmt	108		108	\$ 32,494	\$ -	\$ 32,494	07/01/24	06/30/25
10	Environ Support	336	88	424	\$ 78,383	\$ 21,979	\$ 100,362	07/01/24	06/30/25
11	Acceptance							N/A	N/A
12	Loan Support (1b)							N/A	N/A
13	Supplemental Svcs				\$ 8,368	\$ 97,076	\$ 177,444		
90	Sub Markup	5	5	10	\$ 13,194	\$ 8,120	\$ 38,922	07/01/24	06/30/25
<b>Total</b>		<b>5,456</b>	<b>9,917</b>	<b>15,361</b>	<b>\$ 921,591</b>	<b>\$ 841,690</b>	<b>\$ 1,780,888</b>	<b>06/30/24</b>	<b>06/30/25</b>

Table A-1 Notes:

Gray shaded line items with “N/A” in the schedule denote that no services are planned during Amendment 1’s Period of Performance.

(1) Denotes a task whose services were originally planned to start as part of the original Agreement and continue beyond the original Agreement’s Period of Performance (i.e.

006299.0002840  
41534925.1

Services Agreement 02077,  
Amendment 1 to Exhibit A: Scope of Services

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

Beyond June 30, 2024).

- a. The estimated hours and costs listed in Table A-1 do not include any “carryover” or unspent costs from the original Agreement’s approved Exhibit A’s Period of Performance. The hours and costs represent the incremental increase to provide the requested services through Amendment 1’s Period of Performance (i.e. through June 30, 2025)
  - b. Where no hours and no costs are shown, this represents services that were deemed, during the original Agreement’s Period of Performance to no longer be required and the associated costs were transferred to other tasks (e.g. Loan Support).
  - c. Denotes tasks which were originally planned to start towards the end of the original Agreement’s Period of Performance and continue essentially until construction is substantially complete (i.e. any carryover or unspent costs in the original Agreement were only sufficient to provide services through the end of the prior period of performance with additional funds to be authorized under this Amendment 1). The estimated hours and costs listed in Table A-1 do not include any carryover or unspent costs from the original Agreement’s approved Exhibit A’s Period of Performance.
- (2) Denotes tasks whose services were approved as part of the original Agreement’s Exhibit A, but, due to decisions to shift the original construction start, the estimated hours and/or costs were affected the level of services requested such that where:
- a. No hours and no costs are shown, this represents the original Agreement’s Exhibit A’s task level estimated hours and costs are currently deemed to be sufficient to perform the requested services.
  - b. No hours but costs are shown, this represents the estimated amount of escalation due to decisions to shift the original construction start that necessitated delaying the start of the associated task. And, the original estimate of hours are currently deemed to be sufficient to perform the requested services.
  - c. Hours and costs are shown, this represents additional effort than was originally assumed as part of the original Agreement (e.g. the documents provided as the basis for performing the constructability review were, in some areas, not at the expected level of 90% design).
- (3) Denotes a new task (or includes a subtask) that was not identified in the original Request for Qualifications and Proposals (RFQ/P) and therefore was not a part of the original Agreement’s Exhibit A.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

TASK DESCRIPTIONS:

The following lists the services to be provided during the period of schedule performance. The associated hours and resulting estimated costs rely upon judgement and experience to estimate the level of services needed in light of the level of completeness of the key documents that were provided and relied upon to prepare this Amendment 1 to Exhibit A (e.g. the level of design was represented as being at a 90% level of completeness) along with consideration of uncertainties that include future market conditions.

**1.0 PROJECT MANAGEMENT DURING THE PRECONSTRUCTION PHASE**

Status: These tasks are, predominately, a continuation of the services approved in the original Exhibit A for the prior 12-month Period of performance. And, due to decisions to shift the construction start, the level of effort that was originally estimated has been reduced. This has resulted in a net carryover of authorized, but unspent, funds that will be used first. Therefore, for these tasks, the level of effort and associated costs listed in Table A-1 are based on the estimated level of effort for this 12-month period of performance *minus* the estimated carryover.

NOTE: Based on the current Project schedule, at the time that Amendment #1's period of performance ends, these services will not have been completed. For services to continue to complete this Task will require a subsequent Amendment to Exhibit A and extending the period of performance through the next fiscal year. This will be revisited annually, and any carryover will be taken into account for subsequent amendments.

Schedule for All Subtasks:                      Start: 07/01/2024                      Finish: 06/30/2025  
(Unless otherwise noted)

**1.1 Project Management and Coordination Support to District's Project Manager.**

The Consultant will report directly to the District's Project Manager to provide the project management and coordination services. Services will be performed in accordance with best practices that include those based on the Project Management Institute (PMI). All services will be performed in an integrated manner (i.e. include input from all subconsultants and, where applicable, the District, the District's Engineer, the District's Environmental Consultant, and, to the extent practicable, the efforts by other stakeholders such as, and not limited to, dam safety regulators).

Deliverables:

- a. Meetings in General & Biweekly Status: Prepare timely written summaries of meetings the Consultant has either led or facilitated; or when requested

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

by the District. These write-ups will include the identification and assignment of action items (refer to task 1.4) and potential issues and/or risks that may require a separate process to address.

- b. Biweekly Status: Facilitate biweekly calls with the District to discuss work in progress, near term deliverables, status of open action items (refer to Task 1.4), and identification of potential issues.
- c. Issue-Specific Meetings: When needed, facilitate meetings with the District and other applicable stakeholders to recommend a potential strategy and tactics to resolve a potential issue in an effective and efficient manner. District's approval will be obtained before Consultant schedules such a meeting or, post meeting, initiates any recommended actions. Such actions may include the participation of Consultant's senior-level management, who are knowledgeable in this topic area, to participate.
- d. Kickoff Meeting: Completed on July 18, 2023, which is prior to the start of this Amendment #1.
- e. Monthly Progress Reports: This report will be prepared to summarize the teams' accomplishments since the prior month, work in progress, near term deliverables, status of open action items (refer to Task 1.4), potential issues and/or risks, and related matters, and summaries of key external stakeholder and/or regulatory agency communications (refer to Tasks 1.7 and 1.6, respectively). This report will be attached to the monthly invoice.

Prior to preparing the initial report, Consultant will submit a report template for approval prior to its use.

On a semi-annual basis and as part of a continuous improvement process, work with the District to identify potential improvements needed to make these reports more useful to the District or the preparation process more efficient.

Note: Refer to Task 1.5 for the Monthly Construction Progress Report.

- f. Project Schedule: Support the District and the Engineer by providing construction related input into the Project's schedule with a focus on the preconstruction activities. Upon request, provide comments to the overall Project's schedule.
- g. Cost and Budgets: Monitor and track the construction management budgets on a monthly basis and provide a summary that will be included in the Monthly Progress Report.
- h. Invoices: Prepare and submit, on a monthly basis, a consolidated invoice summarizing, at the task level, prior, current, and projected labor costs

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

and reimbursable expenses by each firm. Prior to submission, Consultant will review subconsultant invoices for compliance with the construction contract, approved rates, and applicable District policies.

- i. Amendments to this Agreement: Prior to the expiration of the current Agreement's Exhibits A, which is planned to be annually, prepare and then work with the District to agree on proposed amended Exhibit A.

Primary Assumptions:

- a. During the preconstruction phase, issue-specific meetings may need to be conducted on a frequency averaging one meeting every other month.
- b. Support to public and external agency/stakeholder meetings will be in accordance with Tasks 1.7 and 1.6, respectively.
- c. Meetings related to risks and their management will be performed under Task 2.2

- 1.2 Prepare a Construction Management Work Plan (CMWP) for the Construction Phase.

Schedule for this Subtask:                      Start: 01/01/2025                      Finish: 06/30/2025

Applicable elements from the Consultant's proposal (e.g. organizational chart), this Amendment 1, and the PMI's knowledge areas (See Note) as an overarching structure, will be used as inputs to prepare this initial work plan. It will include roles and responsibilities of key personnel, an approach to change management – especially as it relates to the schedule and costs/budgets – and other aspects. The intent is for this plan to be used for the duration of the preconstruction phase and be superseded with a more robust plan for the construction phase that will also delineate what services will be performed onsite vs. from the Consultant's home office.

Note: The PMI's key knowledge areas address management functions related to integration, communications and reporting, stakeholder engagement, staffing, procurement, scope, schedule, costs and budget, quality, risks, and information and documents.

Deliverables:

- a. Prior to preparing this report, Consultant will submit a report template for approval prior to its use.
- b. On a semi-annual basis and as part of a continuous improvement process, work with the District to determine if this report should be updated to better align with the project's requirements.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

Primary Assumptions:

- a. As the starting place, the construction schedule will use the District Engineers' construction schedule they developed as part of their 90% design submittal.
- b. A substantive revision to this report is currently not included in Exhibit B. However, a revised plan will be prepared at the start of the next fiscal year.
- c. The Communications Plan (refer to Task 2.7.3) will be an attachment.
- d. The Risk Management Plan (refer to Task 2.7.2) will be an attachment.
- e. The Quality Management Plan (refer to Task 3.5) will be an attachment.

1.3 Facilitate Meetings with the District and Participation at BOC Meetings

Meetings with the District: This is addressed as part of Task 1.1

FERC BOC Meeting #9: Consultant will travel & participate at all FERC BOC meetings.

Deliverables:

- a. For meetings with the District, refer to Task 1.1.
- b. For participation at FERC BOC meetings, no deliverables are planned.

Primary Assumptions:

- a. For meetings with the District, the estimated cost for these meetings is included as part of Task 1.
- b. During the preconstruction phase, the District or their Engineer will lead and facilitate the FERC's Board of Consultant Meetings.
- c. One BOC meeting will occur within the period of schedule performance. It will not exceed two days and be held at the District's offices or a nearby location that includes the Project's site.
- d. For each BOC meeting held during the preconstruction phase, one member from the Consultant's team will participate in person.

1.4 Maintain Construction Management Action and Decisions Logs

The Consultant will establish and maintain a log of action items and material or key decisions in a centralized spreadsheet. It will have the ability to track each item's progress until deemed to be closed and have the ability to report by person assigned. It will also have the ability to only display open or

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

unresolved items.

NOTE: After the preconstruction phase, additional logs will need to be developed and maintained. Specifically, those related to RFI's, Submittals, change orders – from initial request through rejection or approval, will need to be maintained in Procore.

Deliverables:

- a. A master log summarizing action items and material or key decisions.
- b. Logs will be included with meeting summaries (refer to Task 1.1).

Primary Assumptions:

- a. The estimated cost is included as part of Task 1.1

1.5 Reserved (Prepare Construction Manager's Monthly Construction Progress Reports)

None. The construction phase will not have started.

Deliverables:

- a. None during the preconstruction phase.

Primary Assumptions:

- a. None

1.6 Support Coordination and Communication with External Agencies

Consultant will support the District in its efforts to engage external agencies and elected officials. All communications will be coordinated through the District's Project Manager.

Deliverables:

- a. Upon request, Consultant will prepare materials to facilitate the meeting.

Primary Assumptions:

- a. The District will lead all external agency communications. And, Consultant will not initiate contact unless prior District approval has been given.
- b. During the preconstruction phase, any meetings will be conducted virtually. However, should in-person meetings be required, travel to/from the District will require the District's preapproval.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

- c. Support to meetings that involve the public – including landowners – is addressed in Task 1.7.
- d. During the preconstruction phase, agency meetings may need to be conducted on a frequency averaging one meeting every other month.

1.7 Support Public Outreach & Neighborhood Communications

Consultant will support the District in its efforts to engage the public, which includes the town of Piru and landowners adjacent to the project site. All communications will be coordinated through the District's Project Manager.

Deliverables:

- a. Upon request, Consultant will prepare materials to facilitate each meeting.

Primary Assumptions:

- a. The District will lead all external agency communications. And, Consultant will not initiate contact unless prior District approval has been given.
- b. During the preconstruction phase, one biannual meeting will take place either at the District's offices or a nearby location, which may include the project site.
- c. For construction, the use of a web-based system to track and manage members of the public's complaints or concerns will be developed as an early activity under the construction phase with either the Consultant being authorized to procure the licenses and other costs or the District working directly with the provider.

**2.0 PRECONSTRUCTION PHASE TECHNICAL SERVICES**

Status: These tasks are, predominately, a continuation of the services approved in the original Exhibit A for the prior 12-month Period of performance and reflect decisions to shift the construction start, which has resulted in:

- a. The level of effort that was originally estimated has been reduced. This has resulted in a net carryover of authorized, but unspent, funds that will be used first. Therefore, for these tasks, the level of effort and associated costs listed in Table A-1 are based on the estimated level of effort for this 12-month period of performance *minus* the estimated carryover.
- b. As new information has helped to shape the Project's evolution through current design and permitting phases, the result has been the identification of a couple of new tasks. In addition, these changes highlight

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

the need to demonstrate how the services requested in the RFQ/P still align with the previously authorized and pending new tasks. The following Table A-2 provides this roadmap<sup>1</sup>.

**NOTE:** Based on the current Project schedule, at the time that Amendment #1's period of performance ends, some of these services will not have been completed. For services to continue to complete this Task will require a subsequent Amendment to Exhibit A and extending the period of performance through the next fiscal year.

**Table A-2: Task 2 Preconstruction Services Translation Table<sup>2</sup>:**

<b>Table A-1 Task List &amp; Description</b>	<b>RFQ/P Section 3 Task List (2.1 – 2.9)</b>	<b>RFQ/P Section 7 Task List (2.1 – 2.9)<sup>3</sup></b>
02 Pre-Construction Support:	2.1 Constructability Review	4. Constructability Review
▪ Constructability Review	2.4 Contract Document & Infrastructure Review	2.5 Contract Document Support
▪ Contract Document Review	2.6 Review TCEAP	
▪ Review TCEAP		
02.1 Owner's Engineer	Was a supplemental	2.3 Review District's

<sup>1</sup> The RFQ/P included two sections that defined the requested services: Section 3: Scope of Services and Section 7: Draft Standard Agreement's draft Exhibit A. While many of the topic areas were the same, they were organized and numbered differently.

<sup>2</sup> At the summary level, the Task list in Table A-1 matches the Tasks listed in the RFQ/P's Section 3: Scope of Services. However, for Task 2, there were additional tasks listed in the RFQ/P's Section 7 (Draft Standard Agreement's draft Exhibit A) that have been incorporated into Exhibit A. In this process, some of the task numbers listed in the RFQ/P have been changed. This table shows how all of the RFQ/P's requirements are being addressed for Task 2: Preconstruction Services.

<sup>3</sup> RFQ/P Section 7 included tasks that are included in other Sections. These are summarized as follows:

- Section 7's Task 2.6 (Permit Support) is addressed in Section 3's Task 10: Environmental Support.
- Section 7's Task 2.7 (Contractor's progress payments) is addressed in Section 3's Task 5 (Contract Administration).
- Section 7 Task 2.4 (Prepare a Project Schedule) and Task 2.1 (Review Project Scope and Budget) were addressed in Task 1.0 (Project Management).

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

<b>Table A-1 Task List &amp; Description</b>	<b>RFQ/P Section 3 Task List (2.1 – 2.9)</b>	<b>RFQ/P Section 7 Task List (2.1 – 2.9)<sup>3</sup></b>
Review	service (Task 13)	Requirements & design documents
02.2 (& 02.3) Design PFMA <u>NEW</u> : Construction PFMA	2.7 Design PFMA	Not applicable
02.5 Bid/Award	2.5 Bid Process Management 2.8 Pre-Constr. Coord.	6 Pre-Qualification 7. Bidding Phase
02.6 Cost Estimate	Review OPCC is included in Task 2.1	2.8 Provide a Constr. Cost Estimate in model format 3 Constr. Costs & Value Engineering
02.71 Risk Mgmt Plan	2.2 Construction Risk Management Plan	Not listed
02.7 Constr. Mgmt Plan (CMP) NOTE: Comms is an attachment.	2.3 Communications Management Plan	2.2 Communications Plan 2.9 Draft Construction Management Plan

2. Reviews: Constructability (2.0) and Owner's Engineer (2.1)<sup>4</sup>

2.0 (A) Perform a Constructability Review of the Engineer's 90% Level of Design  
Status: For scope of services, deliverables, and relevant assumptions, see the original Agreement's Exhibit A (June 14, 2023 through June 20, 2024). The remaining subtask's scope, that will use previously authorized carryover funding, is to backcheck the Engineer's responses to the comments provided for the non-tunnel features.

NOTES:

1. These services were authorized as part of the original Agreement's Exhibit A.

<sup>4</sup> As shown in Table A-2, this was a proposed supplemental service the District accepted.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

2. For constructability, the topic areas that are to be included in this review are listed below:

- Construction sequencing
- Risk allocation and bid item completeness
- Bid analysis and recommendations
- Evaluate potential claim risk
- Conflicts between drawings and specifications
- Errors, omissions, or inconsistencies in the documents
- Contractor pre-qualification recommendations
- Construction schedule requirements
- Construction staging work areas
- Identify long lead time equipment and provide suggestions for alternatives
- Utility interferences and coordination
- Contractor skills and labor force requirements
- Project heavy equipment transportation and traffic control plan
- Labor availability, strike issues, construction labor agreements and other labor issues
- Environmental permitting provisions
- Potential for endangered species and migratory bird-caused delays
- Other potential risk exposure provisions

Schedule for this Subtask:                      Start: 07/01/2023                      Finish: 06/30/2024

2.0 (B) Update the Constructability Review Using the Engineer's 100% Level of Design

Schedule for this Subtask:                      Start: 08/01/2024                      Finish: 01/31/2025

Deliverable:

- a. Convert the original "Findings Report" into the Constructability Review Report: Prepare draft for District's and FERC BOC review and then a final report.

Primary Assumptions:

- a. One aspect of the District Engineer's Opinion of Probable Construction Cost will require a detailed review by Consultant's cost estimators.
- b. Review of the District Engineers' 100% designs are included in Task 2.4.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

- c. The Engineer's documents that will be used to the perform the constructability review will include:
  - (a) 100% Design Drawings, 100% Specifications, Final Reports: Geotechnical Baseline Report, Basis of Design Report, Design Report, Constructability Report, Opinion of Project Construction Cost (OPCC), Reservoir Operations Plan;
  - (b) Any Design Technical Memoranda required to complete this scope of work;
  - (c) Other documents including the Operations and Maintenance Manual, Final Environmental Impact Report (EIR) dated February 2019 and supplemental addenda if any, and the latest and most updated Project schedule.

2. Review Construction Contract Documents<sup>5</sup>:

Schedule for this Subtask:                      Start: 08/01/2024                      Finish: 01/31/2025

Status: The contract's front ends (e.g. Div. 00 and Div. 01) will be reviewed as part of the 100% submittal to confirm that prior comments had been addressed.

NOTE: The working assumption remains that the contract, which is an integral part of Div. 00, will be based on the District's El Rio Iron and Manganese Treatment Plant Phase 1 (CIP 8007, Specification 20-03). This, combined with the review of the 90% designs, resulted, in large part, in the development of the draft Procurement White Paper and the need to further review the contract's front ends which has been accounted for in Amendment 1 to Exhibit A.

Consultant will work with the District to finalize the contract documents as part of this subtask. Other parts of the bid package (i.e. Instructions to Bidders) will be performed as part of Task 2.5 (Bid/Award).

Deliverables:

- a. In coordination with the District, provide input to the specification regarding contractor's requirement to furnish temporary field offices and

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<sup>5</sup> In the RFQ/P, this scope was listed as Task 2.4. And, in the original Agreement's Exhibit A, the text was labeled as Task 2.4 however, based on the then tight schedule, the hours and costs provided in Table A-1 were included as part of Task 02 to be performed concurrently with the constructability and Owner's Engineering reviews.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

support facilities for the District, The District's Engineer, District's Environmental Consultant, and the Consultant.

- b. A written summary of the items identified during the Consultant's review of the 90% design that have not been satisfactorily addressed in the District Engineer's final (100%) designs.
- c. A written summary of non-engineering and non-legal comments to enable the District to produce a final bid package.
- d. Additional support will be provided to help write the instructions to bidders for the proposed Prequalification and then the formal Invitation for Bid.

Primary Assumptions:

- a. After the District has accepted the District Engineers' final (100%) designs, no additional reviews will be required and no additional documentation will need to be prepared.
  - b. The contract document's engineering technical specifications (e.g. Div. 02 through 46) will already have been reviewed as part of the constructability and Owner's Engineer reviews, so no further review of these technical specifications is included as part of this Amendment #1. The services being provided under this subtask will focus on the Div. 00 and Div. 01.
  - c. District or the District will be responsible for reprographics or other costs to compile and distribute the bid package.
  - d. Up to 4 sections of the front-end specifications may require significant input from the Consultant.
2. Review District's Temporary Construction Emergency Action Plan (TCEAP)

Status: These services were authorized as part of the original Agreements Exhibit A with the plan to review this concurrently with the constructability review. The scope consisted of Reviewing and providing comments to the draft TCEAP for inclusion as part of the planned bid documents. Due to the decision to shift the start of construction, the original estimated hours will be carried over. However, due to this delay, only the associated escalation costs have been included in Table A-1.

Schedule for this Subtask:                      Start: 08/01/2024                      Finish: 01/31/2025

Deliverables:

- a. Reviewer's comments in a consolidated response tracking form.

Primary Assumptions:

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

- a. The District or a third party will prepare the TCEAP.

NOTE: BV's inhouse resources have experience preparing this document in compliance with both FERC and CalOES. Should the District elect to assign the preparation of the TCEAP, funds from the contingency could be allocated.

- b. Typically, a final TCEAP is prepared with input from the construction contractor, which is not planned to occur until the subsequent Amendment (i.e. beyond the period of performance). The estimated hours and costs for this Amendment #1 are limited to reviewing the initial draft TCEAP.

- 2.1 (A) Perform an Owner's Engineer Review of the Engineer's 90% Level of Design

Status: For scope of services, deliverables, and relevant assumptions, see the original Agreement's Exhibit A (June 14, 2023 through June 20, 2024). The remaining subtask's scope, that will use previously authorized carryover funding, is to (a) backcheck the Engineer's responses to the comments provided for the non-tunnel features and (b) work with District's O&M staff to verify their requirements have been addressed in the design.

Schedule for this Subtask:                      Start: 07/01/2023                      Finish: 08/01/2024

- 2.1 (B) Update Owner's Engineer Review of the Engineer's 100% Level of Design

Status: The requested topics for the Owner's Engineer review are the same as the constructability review.

Review the 100% designs to verify the District's O&M staff's comments have been addressed (i.e. backcheck) and, where the design was still being developed (e.g. SCADA), have a Subject Matter Expert review and provide comments.

Schedule for this Subtask:                      Start: 08/01/2024                      Finish: 01/31/2025

Deliverables:

- a. Reviewer's comments in a consolidated response tracking form.

Primary Assumptions:

- a. This review can be completed within the level of effort and cost that are carried over from the original Exhibit A (i.e. no additional costs are included in this, Amendment #1's, Exhibit A).

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

2.2 Lead FERC's Potential Failure Modes Analysis (PFMA) Process<sup>6</sup>

Status: For scope of services, deliverables, and relevant assumptions related to the Design Modification PFMA, see the original Agreement's Exhibit A (June 14, 2023 through June 20, 2024). The remaining subtask's scope, that will use previously authorized carryover funding, is to finalize the Design Modification PFMA in response to District's and FERC's comments.

NOTES:

1. The original Exhibit A separately listed the level of effort for Support as Task 2.2 and Leading as Task 2.3 and which was formerly proposed as a supplemental Service. With this Amendment #1, Task 2.3 will no longer be used.

In addition, the original scope was related to the Design Modification PFMA, which has been expanded to also include FERC's Construction PFMA, which will be performed after the construction contractor is under contract (See below).

2. The results from the Draft PFMA Report will be used to develop a construction phase risk register (refer to Task 2.7).

2.2 Lead FERC's Construction Potential Failure Modes Analysis (PFMA) Process

Status: This task is planned to be performed during FY2025/26 (i.e. post construction contract award), so no services are planned under Amendment #1.

2.5 Support the Bid/Award Process Management

Status: These services were authorized as part of the original Agreements Exhibit A. However, the authorized funding amount for the prior period of performance was only to provide services through the end of the prior period of performance with additional funds to be authorized under this Amendment 1 and its period of performance. Also, based on the constructability and Owner's Engineering reviews and due to the proportionately high cost associated with contractor-designed features, it became apparent that in order to award construction to the lowest responsible and responsive bidder, more effort would be needed to award this contract to a contractor having the best approach to manage the associated risks vs. schedule. The estimated hours and costs listed in Table A-1 represent the additional effort needed to provide these services through Amendment #1's period of performance.

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<sup>6</sup> In the RFQ/P, this scope was listed as Task 2.7. And, in the original Agreement's Exhibit A, the text was mis-labeled as Task 2.7 and the hours and costs provided in Table A-1 as Task 2.2 to support this scope with additional hours and costs to facilitate and lead this process included in Task 2.3.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

Schedule for this Subtask:                      Start: 07/01/2024                      Finish: 06/30/2025

Consultant will prepare a Procurement Plan to aid in managing all of the contractual and potential policy matters that need to be addressed in order to award this construction contract to the contractor who (a) is the most competent and has the prior relevant experience and capacity (i.e. responsible) and the best approach for the price (i.e. responsive).

Deliverable:

- a. Prepare a draft Procurement Plan for the District's review and then a final plan.

Primary Assumptions:

- a. Finalizing the Procurement White Paper (dated May 1, 2024) will require two iterations to clearly address "open items" identified in the White Paper.
- b. The concept level schedule in the Procurement White Paper has been used as a guide to estimate the effort and costs. A final Procurement Plan and agreement on the construction contract award schedule will better define the effort and costs to provide these requested services.

2.5.1 Support the District with Prequalifying the Most Responsible Construction Contractor Teams (thru Stage 3)

Using the Procurement Plan, the Consultant will work with the District and primarily the District's Engineer to define the requirements that will be used to prequalify prime construction contractors (and potentially Joint Venture partnerships), their key subcontractors, and key suppliers/vendors for the key components and materials. This must also include the evaluation criteria to be used to select the most responsible construction teams who will then be issued an Invitation for Bid.

With approval from the District, the Consultant will facilitate an initial "Industry Day" to familiarize the construction industry of this opportunity and to provide them time to begin to form their teams. And should time permit, this may include attendance at an industry trade/conference to generate interest from prospective bidders. In addition, Consultant will assist the District in preparing the RFQ to be advertised and then assist in the evaluation of contractor's responses (aka Statements of Qualification) so the District can identify the most responsible teams that will be eligible to receive the Proposal (aka Invitation for Bid) (refer to Task 2.5.2).

Deliverables:

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

- a. Stage 1: Inputs to support potential updates to the District's procurement policies.
- b. Stage 2: Inputs to the Team Formation, which includes facilitating the Industry Day and compiling the information package.
- c. Stage 3: Draft selection criteria and scoring sheets for the District's consideration.
- d. Stage 3: Support the District, who will lead the formal communications with prospective bidders, to provide support with initial submittals, SOQs, and, should any prospective bidders file a protest, corroborating documentation.

Primary Assumptions:

- a. District's Engineer will compile the technical requirements to be included in both Team Formation (Stage 2) and Prequalification (Stage 3)
- b. District's Staff will use their existing procurement processes to advertise both the Team Formation and release of the Request for Qualifications (RFQ).
- c. Information gained from the Team Formation (Stage 2) will not require substantive changes to the Procurement Plan or planned bid documents.
- d. Timely input to finalize the Procurement White Paper and the Procurement Plan.
- e. For Construction Management Services, this task will be led by the Preconstruction Manager.

2.5.2 Support the District in Selecting the Most Responsive Construction Contractor (Stage 4)

Using the Procurement Plan, the Consultant will work with the District and primarily the District's Engineer to compile the final contract documents.

NOTE: Based on the proposed procurement schedule, at the time that Amendment #1's period of performance ends, the bidders will be preparing their submittals, as well as other items. For services to continue to complete this Task will require a subsequent Amendment to Exhibit A and extending the period of performance.

Deliverables:

- a. Draft selection criteria and scoring sheets for the District's consideration.
- b. Prepare non-design and non-legal inputs to the final contract documents.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

- c. Based on the schedule, support the District, who will lead the formal communications with the bidders, to provide support with submittals.
- d. Help to facilitate and participate in additional onsite tours, potentially with individual bidders.
- e. During this task, the Construction Manager's Preconstruction Manager will transition these responsibilities to the Construction Manager's Construction Manager, who is planned to be full time at the start of Amendment #2. Should this transition need to occur sooner, at the District's written request, some of the contingency listed in Table A-1 may need to be assigned to facilitate an earlier transition.

Primary Assumptions:

- a. District's Engineer will compile the technical requirements that are an integral part of the contract documents.
- b. District staff will use their existing procurement processes to manage the Invitation for Bids.
- c. District staff will prepare the draft contract and final selection criteria to be used.
- d. Up to four site tours or bid walks.
- e. Bidders will still be preparing their Bids by the time Amendment 1's period of performance ends. Should the final bid call date be earlier, contingency may need to be allocated to support the effort needed.

2.7.1 Prepare A Risk Management Plan<sup>7</sup>

Consultant will develop a Risk Management Plan that focuses on the more likely events and having the potential to significantly affect the project's cost, schedule, or impact to District's operations. A key input will be the results from the recently completed Design Modification PFMA (refer to task 2.2). A risk register will be created and each risk will be assigned an owner. These risks will then be prioritized and scored for their relative likelihood of occurring and associated consequences should the risk occur. Then, these results will be used to work with the District to determine what, if any, risks should require additional mitigation so that a formal risk mitigation plan can be developed and their respective status managed.

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<sup>7</sup> In the RFQ/P, this scope was listed as Task 2.2. And, in the original Agreement's Exhibit A, the text was labeled as Task 2.2 with the hours and costs provided in Table A-1 as being part of Task 2.7.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

Schedule for this Subtask:                      Start: 07/01/2024                      Finish: 12/31/2024

Deliverables:

- a. Risk Management Plan: Prepare a draft for District's review and then a final plan.
- b. The risk register will be an attachment and the report will include the summary-level "heat maps".
- c. Risk-Specific Mitigation Plans for the "top tier" risks.

Primary Assumptions:

- a. This process will not start until after the Consultant has reviewed the 90% designs (refer to Task 2.1) and completion of the Design Modification PFMA (refer to Task 2.2).
- b. The Consultant will develop an initial inventory of risks to populate the risk register. Additional risks will be solicited from the District's management and potentially the District's Engineer via a hybrid in-person and virtual workshop the Consultant will facilitate.
- c. The Risk Management Plan will also be used as an attachment to the Construction Management Plan (refer to Task 1.2).
- d. Up to six risk mitigation plans will be developed and managed by the Consultant.

2.8 Support to Other Preconstruction Activities

Status: Contingency has been included in Table A-1 should additional services be needed within Amendment #1's period of performance.

Deliverables:

- a. None at this time.

Primary Assumptions:

- a. Services will be provided within the estimated total amount listed in Table A-1.

**3. CONSTRUCTION COORDINATION, DOCUMENTATION AND QC**

Status: These services were authorized as part of the original Agreements Exhibit A. However, the authorized funding amount for the prior period of performance was only to provide services through the end of the prior period of performance with additional funds to be authorized under this Amendment

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

1 and its period of performance. Also, since the level of the designs weren't more fully developed to allow this task to start, the original estimated hours will be carried over and, due to the delayed start, only the associated escalation costs have been included in Table A-1.

NOTE 1: Subtasks 3.1, 3.2, and 3.4 were not previously authorized.

NOTE 2: Based on the current Project schedule, at the time that Amendment #1's period of performance ends, some of these services will not have been completed. For services to continue to complete this Task will require a subsequent Amendment to Exhibit A and extending the period of performance through the next fiscal year.

For scope of services, deliverables, and relevant assumptions, see the original Agreement's Exhibit A (June 14, 2023 through June 20, 2024).

Schedule for this Subtasks:            Start: 07/01/2024            Finish: 03/30/2025

3.0    Develop an Approach to Providing Certified Payroll during Construction:

Depending on the source of funds being used for construction (e.g. WIFIA), the District may need to have a formalized process to certify that construction personnel are being paid in accordance with State and federal laws. The Consultant proposes to retain the services of a company that specializes in this type of compliance. They will need to prepare a plan that has been coordinated with and is compliant with CA's Division of Industrial Relations (DIR). Once approved, they would manage this plan, which includes periodic jobsite audits and monthly reporting.

Deliverable:

- a. Work with the District to interview three firms that specialize in providing certified payroll compliance. Should the District then elect to proceed with this approach, the Consultant will retain the company the District feels will provide the better value.

Primary Assumptions:

- a. Development of a DIR-compliant program would be part of Amendment #2 (i.e. in parallel with the Bid/Award process).

**4    FERC-COMPLIANT CONSTRUCTION QUALITY CONTROL INSPECTION PROGRAM (QCIP)**

Status: These services were authorized as part of the original Agreements

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<sup>8</sup> EPA will require certified payroll.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

Exhibit A. Since the level of the designs weren't more fully developed to allow this task to start, the original estimated hours and costs will be carried over. However, due to the delayed start, the only the associated escalation costs have been included in Table A-1.

NOTE: Based on the current Project schedule, at the time that Amendment #1's period of performance ends, updates to the QCIP are likely to be required after Amendment #1's period of performance has ended. For such services to continue will require a subsequent Amendment to Exhibit A and extending the period of performance through the next fiscal year.

For scope of services, deliverables, and relevant assumptions, see the original Agreement's Exhibit A (June 14, 2023 through June 20, 2024).

Schedule for this Subtasks:            Start: 10/01/2024            Finish: 03/30/2025

**5. CONSTRUCTION ADMINISTRATION AND CHANGE MANAGEMENT**

Status: The start of these services was authorized as part of the original Agreements Exhibit A. However, the authorized funding amount for the prior period of performance was only to provide services through the end of the prior period of performance with additional funds to be authorized under this Amendment 1 and its period of performance. The initial effort will use these previously authorized carryover funds but will be augmented by the additional costs listed in Table A-1.

NOTES:

1: Subtasks 5.1 through 5.4 were not previously authorized.

2: Based on the current Project schedule, at the time that Amendment #1's period of performance ends, some these services will not have been completed. For services to continue to complete this Task will require a subsequent Amendment to Exhibit A and extending the period of performance through the next fiscal year.

5.5 Submittal Process:

In preparation for the construction phase and in conjunction with configuring Procure (refer to Task 3), Consultant will start to develop the procedures for the review and approval of submittals.

Deliverables:

- a. Draft procedures for the review and approval of submittals.

Primary Assumptions:

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

- a. Only those procedures related to Procore will need to be developed ahead of the start of construction.

**6. SAFETY MANAGEMENT**

A key input to the bid documents is to confirm the Special Provision (SP-08) and the technical specifications related to excavation and tunneling are compliant with current Cal/OSHA Title 8 regulations and the requirements associated with an expected gassy classification for the tunnel have been properly integrated. This will include a review of the draft, consolidated, bid documents and, if requested, respond to safety-related questions.

NOTE: Based on the current Project schedule, at the time that Amendment #1's period of performance ends, these services will not have been completed. For services to continue to complete this Task will require a subsequent Amendment to Exhibit A and extending the period of performance through the next fiscal year.

Schedule for this Subtask:                      Start: 08/01/2024                      Finish: 06/30/2025

Deliverables:

- a. Reviewer comments to the draft set of bid documents in a consolidated response tracking form for either the District or the District's Engineer to respond to.
- b. Responses to safety-related questions.

Primary Assumptions:

- a. The level of support being requested will not exceed the estimated level of effort as listed in Table A-1.

**7 RESERVED (TRAINING, TESTING, START-UP, AND COMMISSIONING)**

Status: No services are planned during the Amendment #1's period of performance.

**8 RESERVED (CONSTRUCTION INSPECTION AND REPORTING)**

Status: No services are planned during the Amendment #1's period of performance.

**9 PARTNERING, CLAIMS AND DISPUTES MANAGEMENT**

Facilitated Partnering: Work with the District to determine if the use of formalized partnering during construction should be implemented as a means to resolve potential changes in a timely and cost-effective manner. If the

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

District elects to pursue this approach, the Consultant proposes to retain the services of a company that specializes in this type of services.

Deliverable:

- a. Prepare a short White Paper summarizing the pros and cons associated with using Facilitated partnering during construction.
- b. Work with the District to interview three firms that specialize in providing certified payroll compliance. Should the District then elect to proceed with this approach, the Consultant will retain the company the District feels will provide the better value.

Primary Assumptions:

- a. Development of a DIR-compliant program would be part of Amendment #2 (i.e. in parallel with the Bid/Award process).

**10 ENVIRONMENTAL COMPLIANCE SERVICES AND COORDINATION**

NOTE: Based on the current Project schedule, at the time that Amendment #1's period of performance ends, these services will not have been completed. For services to continue to complete this Task will require a subsequent Amendment to Exhibit A and extending the period of performance through the next fiscal year.

1. Prepare a Joint Hazardous Materials Management and Contaminated Soil/Groundwater Contingency Plan (Joint Plan)

Excavation of the site is expected to uncover naturally occurring hydrocarbons (NOCs) that are likely to come into contact with both excavated materials – especially the tunnel muck – and groundwater flowing into an excavated area; both of which must be properly managed, treated, and disposed of. In addition, (a) the construction process will generate potentially hazardous materials and (b) there's a likelihood that prior uses of the construction site may have legacy hazardous materials that have entered the ground. As part of the District's environmental review, the District has identified the need to have this joint plan prepared, primarily in order to incorporate the requirements into the bid documents and to aid in estimating the cost of compliance with the applicable regulations. And, as part of a subsequent amendment, this joint plan may need to be updated to address regulatory concerns and/or to potentially allow the construction contractor to use more-cost effective methods.

To prepare this joint plan, Rincon Consultants will lead this effort.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

Schedule for this Subtask:      Start: 07/01/2024                      Finish: 03/31/2025

Deliverables:

- a. Using available data, an initial draft will be prepared for District's review followed with an updated draft that addresses the District's comments. It will remain in draft form for inclusion into the bid documents, review by the applicable regulatory agencies, and potential alteration at the request of the selected construction contractor.
- b. A final Joint Plan will be prepared routed for final approval by the applicable regulatory agencies at least 6 months ahead of construction start, which coincides with the contractor mobilizing onto the Project's site.

Primary Assumptions:

- a. Only desktop studies will be required to review currently available data – no field work or sampling will be needed.
2. Document the District's agreed-to environmental mitigations, as documented in the Mitigation Monitoring and Reporting Plan (MMRP), and the myriad of permit conditions have been addressed in the bid documents and in related plans the selected construction contractor is responsible for preparing.

In addition, support the District in responding to matters related to environmental and permitting.

Schedule for this Subtask:      Start: 07/01/2024                      Finish: 06/30/2025

Deliverables:

- a. A spreadsheet will be prepared that contains an inventory of all of the commitments and compliance requirements along with where each has been addressed in the contract documents.

Primary Assumptions:

- a. The spreadsheet will need to be periodically updated to incorporate new or changed information. This effort when combined with developing the spreadsheet will not exceed the level of as listed in Table A-1.

**11      RESERVED (ACCEPTANCE AND CLOSE-OUT)**

Status: No services are planned during the preconstruction phase.

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

**12. RESERVED (GRANT & LOAN SUPPORT)**

Status: These services were authorized as part of the original Agreements Exhibit A. Absent a grant or loan that requires reporting to the issuing entity, the original level was reallocated to other authorized tasks. Further, No services are planned during the Amendment #1, period of performance.

**13 RESERVED (SUPPLEMENTAL SERVICES)**

For Amendment #1, no additional services have been identified.

**14 REMOVED (OPTIONAL ENVIRONMENTAL COMPLIANCE SERVICES AND COORDINATION)**

Status: No longer applicable to this Agreement.

**15 REMOVED (ADDITIONAL CONSTRUCTION INSPECTION AND TESTING ASSOCIATED WITH ADDING A TUNNEL SHAFT)**

Status: No longer applicable to this Agreement.

**AMENDMENT No. 1**  
**TO THE PROFESSIONAL SERVICE AGREEMENT**  
Attachment B –

**Amendment #1 to EXHIBIT “B” For Fiscal Year 2024/2025**

**GENERAL CONDITIONS & FIELD PERSONNEL**

1. GENERAL DESCRIPTION & CRITERIA
  - 1.1 The Construction Manager shall provide all General Conditions for the Project that are not already in place. General Conditions for the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. The costs and schedules for all General Conditions are detailed and set forth in Exhibit A (Services) and C (Schedule).
  - 1.2 General Conditions are not a profit center and are intended to be cost recovery only.
2. ESTIMATED COSTS: Preconstruction Phase
  - 2.1 The agreed upon Not-to-Exceed amount for all current General Conditions costs, exclusive of all Construction Management fees as set forth in Article 4 of the Agreement, shall be Three million, two hundred and seventy-nine thousand and five hundred and eleven Dollars (\$3,279,511). This includes one hundred and sixty four thousand and four hundred and eighty five Dollars (\$164,485) the requires prior District approval before this contingency amount can be used to provide services under this Agreement.

The summary of current and prior authorizations are summarized as follows:

Amend. Number	Period of Schedule Performance	Est. Date Authorized	Amendment Amount
Original Agree- ment	From Notice to Proceed thru June 30, 2024 (Preconstruction Services).	June 14, 2023	\$ 1,498,623
1	From July 1, 2024 through June 30,	July 1, 2024	\$ 1,780,888

United Water Conservation District's  
 Construction Management and Inspection Services Related to the  
 Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

Amend. Number	Period of Schedule Performance	Est. Date Authorized	Amendment Amount
	2025 (Extended preconstruction services & early construction activities).		
Total Agreement's Not To Exceed Amount:			\$ 3,279,511

3. GENERAL CONDITIONS PAYMENT

- 3.1 All General Conditions items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in Attachment "1", prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to the District for the District's approval. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain such items.
- 3.2 Construction Manager shall invoice any all General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other documentation acceptable to the District.
- 3.3 The District shall make payments for General Conditions, if any, to the Construction Manager within thirty (30) the date specified in Contract Article 4.1.1.1.

4. EARLY COMPLETION

- 4.1 If the Project is completed earlier than as set forth in the terms of this Agreement, then all General Conditions costs set forth in Attachment "1" shall cease within thirty (30) days after the date the Project is completed.

**AMENDMENT No. 1**  
**TO THE PROFESSIONAL SERVICE AGREEMENT**  
Attachment C –

**Amendment 1 to EXHIBIT “C” For Fiscal Year 2024/2025**

**PROPOSED PROJECT & CM SERVICES SCHEDULE**

1. PROJECT & SERVICES MILESTONES:

The current Project’s schedule, which is being maintained by the Engineer, is currently being updated to support the start of dam safety construction on or before July 2026. Based on this milestone, key milestones related to providing construction management services are listed below.

NOTE: Deliverable-specific completion dates are included in Amendment 1 to Exhibit A: Scope of Services

Construction Management services will be performed on the basis of the following schedule milestones unless further amended by the District:

- |     |   |              |
|-----|---|--------------|
| 1.1 | Participate in FERC’s Board of Consultant’s Meeting #9: | Aug 20 & 21  |
| 1.2 | Release Request for Qualifications                      | Oct/Nov 2024 |
| 1.3 | Release Bid Package to Prequalified Contractors         | Mar/Apr 2025 |

2. MILESTONES & CONSTRUCTION MANAGEMENT SERVICES:

- 2.1 The annual scope of services in Exhibit A must use the applicable Period of Schedule Performance as the basis for defining the services to support the District in achieving the applicable milestones listed above.
- 2.2 Changes to the above Project Milestones require a reassessment of the scope of services in Exhibit A and the commensurate estimate of Fee in Exhibit B.

3. TIME IS OF THE ESSENCE:

- 3.1 Services under this Agreement must commence upon the date the District provides the Consultant with a Notice to Proceed.
- 3.2 Approvals by regulatory agencies and agreements with other stakeholders may  
Construction Management and  
Inspection Services in Connection  
with Santa Felicia Dam Safety  
Improvement Project – Outlet Works  
Improvement Project

United Water Conservation District's  
Construction Management and Inspection Services Related to the  
Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project

not occur in a timely manner and the Consultant has no authority to influence their respective decision-making processes or the consequences of their delayed decision(s).



## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Dr. Maryam Bral, Chief Engineer  
Adrian Quiroz, Engineer

**Date:** June 24, 2024 (July 10, 2024, meeting)

**Agenda Item:** 5.2 Authorize the Execution of an Agreement with GEI Consultants, Inc. to Develop the Final Design Phase, Prepare Final Bid Documents and Provide Bid Phase Support Services for the Santa Felicia Dam Spillway Improvement Project (CIP 8003)  
Motion

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### **Staff Recommendation:**

Authorize the General Manager to execute an agreement with GEI Consultants, Inc. in the amount of \$2,154,576.00 to develop the final design phase, prepare final bid documents, and provide bid phase support services for the Santa Felicia Dam Spillway Improvement Project (CIP 8003).

### **Background:**

The hydraulic capacity of the existing spillway is inadequate to pass the inflow design flood (IDF) of 220,000 cubic feet per second. Improvements to the existing spillway are required to safely pass the IDF. The spillway improvements consist of lowering the spillway chute slab (complete replacement of the slab), reuse of the existing spillway walls and the ogee crest and raising the embankment dam crest by 6.5 feet with a mechanically stabilized earth wall. The design of the Santa Felicia Dam Spillway Improvement Project (Project) has been advanced to the 60% phase and was presented to the Board of Consultants (BOC), Federal Energy Regulatory Commission (FERC), and the California Department of Water Resources Division of Safety of Dams (DSOD) at BOC Meeting No. 8 in November 2023. BOC comments and recommendations were included in the final report prepared by the BOC at the completion of the BOC Meeting No. 8 that was submitted to FERC on December 14, 2023. The BOC comments included in the report will be addressed during the 90% design development.

### **Discussion:**

During the 90% design phase, GEI will perform geotechnical, structural, hydraulic, and site civil analyses and design studies required to advance the design, three-dimensional visualization models, plans, and technical specifications to the 90% level of completion. In addition, previous versions of the Basis of Design Report (BDR), Constructability Evaluation Report, Opinion of Probable Construction Cost (OPCC), Reservoir Operations Plan during Construction, and Operations and Maintenance Manual will be updated to the

**Agenda Item: 5.2 Authorize the Execution of an Agreement with GEI Consultants, Inc. to Develop the Final Design Phase, Prepare Final Bid Documents and Provide Bid Phase Support Services for the Santa Felicia Dam Spillway Improvement Project (CIP 8003)**  
**Motion**

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90% level of completion. Staff will submit the 90% design packet to the BOC, FERC, and DSOD in April 2025. The design findings will be presented at the BOC meeting No. 10 scheduled for early May 2025.

During the final design (100% design), GEI will update the design documents mentioned above, three-dimensional visualization models, plans, and specifications to the 100% level of completion. Staff will submit the 100% design packet to the BOC, FERC, and DSOD in early 2026. The design findings will be presented at the BOC meeting No. 11 tentatively scheduled for some time in early 2026.

In addition, GEI will provide support for the pre-qualification of prospective contractors and the associated “industry day” during which the project is presented to interested contractors. Support will include responding to contractor questions and providing additional information on the design of the Project.

GEI will prepare the final bid documents, including the bidding forms, bid schedule, and measurement and payment sections. The notice inviting bids for construction of the Project is currently anticipated to be advertised in September 2027. GEI’s support services during the bid phase include preparation of responses to interested contractors’ requests for information associated with the contract documents, preparation of addenda items as needed, and preparation of conformed plans and specifications.

Staff is recommending execution of an agreement with GEI. A copy of the Professional Consulting Service Agreement detailing GEI’s complete proposal, including the scope of work and deliverables, proposed fee, and the project schedule, is included in Attachment A.

**Mission Goal:**

Meets Mission-Related Goal C, Regulatory and Environmental Compliance – Ensure long-term sustainability of all water sources within the District while complying with all regulations.

**Fiscal Impact:**

Sufficient funds to cover the work anticipated to be completed (\$1.3M) during Fiscal Year (FY) 2024-25 are included in the FY 2024/25 budget (Account No. 051-400-81080-8003-815). The fee associated with work performed during subsequent fiscal years will be budgeted during the applicable fiscal year.

Attachment A – Santa Felicia Dam Spillway Improvement Project – Final Design and Bid Support Services Professional Services Agreement with GEI Consultants, Inc.

# AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on \_\_\_\_\_, 2024, by and between the **United Water Conservation District**, Ventura County, California, (hereinafter “**UNITED**”), and **GEI Consultants, Inc.** (hereinafter “**CONSULTANT**”).

## RECITALS:

WHEREAS, UNITED desires to obtain professional engineering consultation services in connection with the **90% Design, 100% Design and Bid Phase Support Services for the Santa Felicia Dam Spillway Improvement Project** (“Project”); and

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

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

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

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

### 1. EMPLOYMENT

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

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

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

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

maintain direct communication with UNITED's **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, 2028**.

## **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 million one hundred fifty-four thousand five hundred seventy-six dollars (\$2,154,576.00)** 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



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  
GEI Consultants, Inc.

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

**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**.

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

CONSULTANT shall provide professional consultation services for the **Santa Felicia Dam Spillway Improvement Project – Final Design and Bid Phase Support Services** in accordance with the following scope of work.

### **BACKGROUND**

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

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

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

- Phase 1 Study – A feasibility study was performed to evaluate alternatives to mitigate the hydraulic deficiency of the spillway. UWCD submitted the Phase 1 Study report to FERC and DSOD in April 2015.
- Phase 2 Study – A Phase 2 Study was performed to further evaluate alternatives to address the hydraulic deficiency of the spillway. A subsurface exploration program was performed as part of the Phase 2 Study to obtain geotechnical information to support conceptual design of spillway modification alternatives. The Phase 2 Study report contains conceptual designs of four spillway modification alternatives and identifies a preferred alternative to carry forward into the final design phase. UWCD submitted the Phase 2 Study report to FERC and DSOD in March 2019.
- 10% Design – A 10% design phase was performed to advance the spillway improvement project. This design phase included a detailed condition assessment of the existing spillway as required by FERC and DSOD. UWCD submitted the 10% design report to FERC and DSOD in March 2020.
- Supplemental 10% Design – A supplemental 10% design phase was performed to advance the spillway improvement project. A subsurface exploration program was performed as part of this phase to obtain additional geotechnical information for design. UWCD submitted the supplemental 10% design documents to FERC and DSOD in September 2021.

- 30% Design – A 30% design phase was performed to advance the spillway improvement project. This design phase included development of the basis of design report, design report, a constructability evaluation and construction plans to a 30% design level. UWCD submitted the 30% design documents to FERC and DSOD in September 2022.
- 60% Design – A 60% design phase was performed to advance the spillway improvement project. UWCD submitted the 60% design documents to FERC and DSOD in November 2023.

As required by FERC, UWCD convened an independent Board of Consultants (BOC) to oversee and assess the adequacy of the investigations, designs, and construction activities for the spillway improvement project. Seven BOC meetings have been held through completion of the 60% design phase. An eighth BOC meeting is scheduled for May 2025 to review the 90% design. The BOC prepared a report at the end of each meeting to present their conclusions and recommendations with regard to the ongoing design work.

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

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

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

The 60% design is complete and future design milestones are anticipated to be at the 90% and 100% design completion levels, preparation of final bid documents and bid phase support. The design of the spillway improvements will evolve as additional analyses are performed, and additional input is received from UWCD, FERC, DSOD, and BOC.

The scope of work described below includes completion of final design of the spillway improvement project, consisting of 90% and 100% design, bid documents and bid phase support.

## **SCOPE OF WORK**

The scope of work for the final design of the spillway improvement project is divided into the following four tasks:

- Task 1 – 90% Design Phase
- Task 2 – 100% Design Phase

Task 3 – Final Bid Documents

Task 4 – Bid Phase Support

The scope of work for each task is presented in detail below. General assumptions related to the scope of work are contained after a description of Task 4.

## **Task 1 – 90% Design Phase**

### **Task 1.1 – Project Management and Coordination**

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

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

Coordination and communications with UWCD include a one-hour bi-weekly progress meeting (virtual) to discuss project issues and progress. One design review meeting (virtual) with UWCD engineering and operations and maintenance staff will be held approximately mid-way through the 90% design phase to discuss design issues, answer questions, and obtain input. GEI will provide in-progress design drawings to UWCD in advance of the design review meeting.

GEI will participate in coordination meetings (virtual) with regulatory agencies and other UWCD consultants with regard to relevant designs performed by others.

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

### **Task 1.2 – 90% Analyses and Design**

GEI will perform geotechnical, structural, hydraulic, and site civil analyses and design studies required to advance the design, plans, and specifications to the 90% level of completion.

Geotechnical analyses will include evaluations to support design of the lowered chute slab, secant pile cutoff wall at the end of the chute, and MSE wall for raising the dam crest.

Geotechnical analyses will include the following:

- Seepage analyses to estimate uplift forces in the foundation of the slab to refine the slab and anchor designs. Seepage analyses will also be used to evaluate the potential seepage along the left side of the ogee weir crest structure that was observed by UWCD in March and April 2024.

- Rock slope stability analyses to further evaluate the stability of planned excavations (cut slopes) within the spillway chute and the exposed hillside on the east side of the spillway. The analyses will include kinematic analyses and/or limit equilibrium analyses, depending on the character of the rock exposed in the cuts. Additionally, block sizes and approximate shapes will be estimated and checked against the proposed anchor installation pattern for the right spillway cuts where the risk of wedge sliding is higher than in other areas.
- Geologic reconnaissance of the hillside on the east side of the spillway will be performed. The reconnaissance will evaluate the previous sloughs that have occurred on the hillside in recent years and provide an assessment of the stability of the hillside.
- Evaluation of riprap sizing on upstream slope of embankment considering wave forces.
- Stability analyses of upstream slope of embankment under rapid drawdown conditions with the proposed dam crest raise.

Geotechnical parameters for design of facilities will be updated and included in the Design Report.

Structural analyses will be performed to advance the design of the spillway chute slab and concrete bevel reinforcement, including structural detailing. Structural analyses will include the following:

- Additional stability analyses of MSE wall sections and refinement of the MSE wall configuration design.
- L-PILE analyses of the downstream cutoff wall.
- Additional temperature variation studies for the slabs considering the concrete mixes and placement.
- Slab reinforcement and anchor bar design and layout refinement to support the spillway improvement project. Refinement of the slab and anchor designs will include 2-D plate analysis and grouped anchors evaluations.
- Stability analyses of the existing walls sections with saturated backfill.
- Design refinement of the approach wall extensions.
- Design of temporary shotcrete wall, reinforcement, and details.

Hydraulic analyses will be performed to support the final design of the spillway modifications. GEI will use the previously developed computational fluid dynamics (CFD) model of the proposed 60% design using Flow3D software. The CFD model will be used to evaluate additional analyses requested by the BOC, refinements to the downstream channel grading, potential erosion and temporary winterization design. The results of these modeling scenarios will be compared to the previous results of the modeling. Hydraulic analyses will also be performed for the slab underdrain system to estimate the potential flow depths and velocities through the system. GEI will update the spillway rating curve based on any modifications to the spillway configuration.

Site civil analyses include evaluations for development of final site grading, site drainage and details, slab drainage, access roads, refinement of the parking/turnaround areas, and temporary erosion control measures during construction. Site civil analyses will also include developing robust designs of the spillway underdrain cleanouts and evaluating the advantages and disadvantages of placing the spillway cleanouts outside of the spillway walls.

Additional civil, geotechnical, structural, and hydraulic analyses will be performed as the project evolves. Draft technical memoranda (TMs) or calculation packages will be prepared to document the various analysis and design studies. Draft TMs will be submitted to UWCD for review and finalized to address UWCD comments. Calculation packages will be included in the Design Report.

### **Task 1.3 – 90% Plan Drawings**

This task consists of updating the 60% design level drawings and preparing additional drawings for construction of the spillway improvement project. The drawings will include plan views, profiles, sections, and details of the various project elements to a 90% level of completion. The drawings will show required demolition, excavations, foundation preparation, seepage and uplift control provisions, reinforced concrete slabs and walls, anchors, existing retaining wall improvements, backfills, and final grades for the spillway modifications and raising of the dam crest. Access roads, construction staging areas, and stockpile areas will also be shown on the drawings. The drawing set will include updates to previous design drawings developed to install cleanouts on the existing retaining wall heel drains. We anticipate that the final drawing set will include approximately 100 drawings, divided into the following sections:

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

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

### **Task 1.4 – 90% Specifications**

GEI will prepare technical specifications for construction to a 90% design level of completion. Each technical specification will be a separate Microsoft Word file.

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

- UWCD Notice to Contractors and Instruction to Bidders

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

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

#### **Task 1.5 – 90% Basis of Design Report and Design Report**

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

The 60% Design Report will be updated to a 90% level of completion. The Design Report documents the design of facilities for the spillway improvement project and summarizes the analyses that have been performed for the project to date.

The Design Report will reference other documents pertinent to the design effort, such as plan drawings, specifications, and topic-specific technical memoranda and reports. TMs developed during 90% design will be included as appendices to the 90% Design Report, as appropriate. As the project advances through various stages of design, the Design Report will be updated to reflect an increasing level of detail, ultimately resulting in a Final Design Report at the end of the project. A draft 90% Design Report will be submitted to UWCD for review, and a final 90% Design Report prepared to address UWCD comments.

#### **Task 1.6 – 90% Constructability Evaluation Report and Cost Estimate**

GEI will update the 60% Constructability Evaluation Report based on the 90% design information. The report will include an anticipated construction schedule (Microsoft Project format) based on an anticipated sequence of construction. The report will include general discussions of reservoir level control, dewatering issues, anticipated excavation methods, construction staging areas, as well as construction risks and potential mitigation measures. The Constructability Report will inform development of the construction plans and specifications. A draft 90% Constructability Evaluation Report will be submitted to UWCD for review and a final 90% Constructability Evaluation Report prepared to address UWCD comments.

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

#### **Task 1.7 – Integration with New Release Channel Design and Other Project Design Documents**

GEI will coordinate with UWCD consultants with regard to relevant designs performed by others. GEI will incorporate applicable new release channel design drawings and specifications provided by others into the 90% design documents for the spillway improvement project. GEI will incorporate the findings of a separate site development evaluation into the 90% design documents. GEI will participate in coordination meetings (virtual) with other UWCD consultants to integrate the applicable design documents.

#### **Task 1.8 – 90% Three-Dimensional Visualizations**

GEI will develop three-dimensional (3D) visualization models to depict the spillway improvements using current design drawings. The models will include the dam site as a whole (overview of spillway and outlet works improvements), spillway modifications, dam crest raise, access roads, outlet works abandonment, above-ground facilities, and downstream release channel. The model will include the topography based on the final grading with the facilities shown in-place. A model will also be developed to show the spillway chute winterization design and temporary construction measures. The deliverable will include a file in 3D PDF format that a user can use to rotate views and pan around to visualize the design layout. Up to 10 figures will be created showing various views and sectional cuts through the model. The model will be dimensionally accurate based on the current design drawings with select dimensioning and annotative text added to the figures, but at a lesser detail than those on the design drawings.

#### **Task 1.9 – 90% Reservoir Operations Plan During Construction**

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

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

#### **Task 1.10 – Draft Operations and Maintenance Manual**

GEI will develop a project-level operations and maintenance (O&M) manual that provides general descriptive information on the configuration of the spillway improvement project. The O&M manual will serve as an overarching guide to the spillway describing the functions of each component. The O&M manual will serve as a guide pointing to detailed information on each component-specific O&M manuals to be provided by the construction contractor and suppliers. The guide will provide necessary design-related information to assist personnel in decision-making, provide overall capabilities and limitations of the spillway improvement project, provide

information on inspection and maintenance requirements including the spillway drains and cleanouts and the MSE wall, and point to reference data for components, and instrumentation.

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

#### **Task 1.11 – Board of Consultants Meeting**

As required by FERC, UWCD convened a BOC to oversee and assess the adequacy of the investigations, designs, and construction activities for the spillway improvement project. FERC has specific requirements in terms of operation of the BOC, as indicated in a September 16, 2016 letter from FERC to UWCD. GEI will work closely with UWCD to help assure that all BOC requirements established by FERC are followed and to support UWCD in communications with the BOC.

There will be one meeting of the BOC near the completion of the 90% design phase (BOC Meeting No. 10), to be attended by UWCD, GEI, FERC, and DSOD. The 90% design documents to be submitted to the BOC, FERC, and DSOD for formal review are the following:

- 90% Basis of Design Report
- 90% Design Report and Appended TMs
- 90% Plan Drawings
- 90% Specifications
- 90% Constructability Evaluation Report
- 90% Reservoir Operations Plan for Construction
- Updated BOC Comment Tracking Form
- Potential Failure Mode Analysis (PFMA) Comment Tracking Form

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

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

#### **Task 1.12 – Comment Response Memorandum**

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

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

#### **Task 1.13 – Presentation to UWCD Board (Optional)**

As an optional task, GEI will prepare for and participate in a workshop to present key elements of the 90% design to UWCD management/Board. For budgeting purposes, we have assumed a labor effort of 52 hours for this task.

#### **Task 1.14 – Alternate Release Channel Design (Optional)**

As an optional task, GEI will develop an alternate new release channel design to convey flows in an engineered earth channel from a new concrete-lined outlet channel (part of outlet works improvement project) to lower Piru Creek. The design flow capacity of the alternate release channel will be the same as the flow capacity of the existing lower Piru Creek. GEI will develop a computation fluid dynamics (CFD) model of the outlet channel, the alternate release channel and lower Piru Creek and perform hydraulic analyses to evaluate flow velocities, flow depths and channel shear stresses under various flow rates. The hydraulic analyses will be used to evaluate erosion and scour potential and determine erosion protection measures for the alternate release channel. We have assumed that the alternate channel design will not require special features for protection or passage of fish, nor require habitat restoration measures. A TM will be developed to document the 90% design of the alternate release channel. A Draft TM will be submitted to UWCD for review and finalized to address UWCD comments. The TM will be included as an appendix to the 90% Design Report.

### **Task 2 – 100% Design Phase**

#### **Task 2.1 – Project Management and Coordination**

GEI will provide project management and coordination during the 100% design phase, including management of the GEI team, contract administration, project controls, progress reporting, and coordination with UWCD, regulatory agencies, and other UWCD consultants. The project management and coordination activities are described in Task 1.1.

#### **Task 2.2 – 100% Analyses and Design**

GEI will update the geotechnical, structural, hydraulic, site civil, and applicable analyses and evaluations to advance the design, plans, and specifications to a 100% level of completion. The updated engineering design studies will be documented in the Design Report or separate TMs, as appropriate.

#### **Task 2.3 – 100% Plan Drawings**

GEI will update the plan drawings to bring them to a 100% level of completion. Updates will be based on the results of additional design studies and consider comments on the 90% design documents received from UWCD, FERC, DSOD, and BOC.

The plan drawings will be finalized in Task 3 to incorporate comments received from UWCD, FERC, DSOD, and BOC on the 100% submittal.

#### **Task 2.4 – 100% Specifications**

GEI will update the specifications to bring them to a 100% level of completion. Updates will be based on the results of additional design studies and consider comments on the 90% design documents received from UWCD, FERC, DSOD, and BOC.

The specifications will be finalized in Task 3 to incorporate comments received from UWCD, FERC, DSOD, and BOC on the 100% submittal.

#### **Task 2.5 – 100% Basis of Design and Design Report**

GEI will update the Basis of Design Report to bring it to a 100% level of completion. GEI will update the Design Report to bring it to a 100% level of completion. TMs developed during 100% design will be included as appendices to the 100% Design Report, as appropriate. A draft 100% Design Report will be submitted to UWCD for review, and a final 100% Design Report prepared to address UWCD comments.

This task includes finalization of the Design Report to incorporate comments received from UWCD, FERC, DSOD, and BOC on the 100% submittal.

#### **Task 2.6 – 100% Cost Estimate, Schedule, Constructability Report**

GEI will update the OPCC based on the 100% design information. The construction cost estimate will be updates of the AACE Class 1 estimate developed during 90% design. The OPCC will be based on our evaluation of the major construction items appropriate to complete the work, and quantity estimates developed from the 100% design drawings. The cost estimate will be submitted as a separate TM.

GEI will update the Constructability Report based on the 100% design information. A draft 100% Constructability Report will be submitted to UWCD for review and a final 100% Constructability Report prepared to address UWCD comments.

This task includes finalization of the Constructability Report to incorporate comments received from UWCD, FERC, DSOD, and BOC on the 100% submittal.

#### **Task 2.7 – Integration with New Release Channel Design and Other Project Design Documents**

GEI will coordinate with UWCD consultants with regard to relevant designs performed by others. GEI will incorporate applicable design drawings and specifications of the new release channel provided by others into the 100% design documents for the spillway improvement project. GEI will incorporate the findings of a separate site development evaluation into the 100% design documents. GEI will participate in coordination meetings (virtual) with other UWCD consultants to integrate the applicable design documents.

#### **Task 2.8 – Three-Dimensional Visualizations**

GEI will update 3D visualizations prepared previously in Task 1.8 based on the updates to the drawings from 90% to 100% design.

#### **Task 2.9 – 100% Reservoir Operations Plan During Construction**

GEI will update the reservoir operations plan for the construction period of the spillway improvement project. The plan will be developed in coordination with UWCD, and consider operational and environmental issues raised by UWCD. A draft 100% Reservoir Operations Plan During Construction will be submitted to UWCD for review. The plan will be updated to incorporate UWCD comments on the draft.

#### **Task 2.10 – 100% Operations and Maintenance Manual**

GEI will update the O&M manual based on comments received from UWCD under Task 1.10.

#### **Task 2.11 – Support for Contractor Pre-Qualification and Industry Day**

GEI will provide support for the pre-qualification of prospective contractors and support for the industry day. Support will include responding to contractor questions and providing additional information on the design of the spillway improvement project.

#### **Task 2.12 – Board of Consultants Meeting**

There will be one meeting of the BOC near the completion of the 100% design phase, to be attended by UWCD, GEI, FERC, and DSOD. The 100% design documents to be submitted to the BOC, FERC, and DSOD for formal review are the following:

- 100% Basis of Design Report
- 100% Design Report and Appended TMs
- 100% Plan Drawings
- 100% Specifications
- 100% Constructability Report
- Reservoir Operations Plan for Construction
- Updated BOC Comment Tracking Form
- PFMA Comment Tracking Form

GEI will perform the following in support of the 100% design BOC meeting: assist UWCD with development of a meeting agenda, prepare a list of questions for the BOC to respond to, compile and print a packet of information for review by meeting attendees, develop a PowerPoint presentation to summarize key elements of the 100% design work, and attend the BOC meeting to make presentations and answer questions. We have assumed that this meeting will be held at UWCD's office in Ventura County over a two-day period, and be attended in-person by two GEI staff with other GEI staff participating virtually.

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

#### **Task 2.13 – Comment Response Memorandum**

FERC, DSOD, and the BOC will submit comments on the 100% design documents submitted to them for review. GEI will update the comment tracking forms to document FERC, DSOD, and BOC comments, and provide responses to comments. GEI will update the CRM. A Draft CRM will be submitted to UWCD for review, and finalized to address UWCD comments on GEI's responses. UWCD comments on the 100% design documents will be tracked and addressed separately.

Comments on the 100% design received from UWCD, FERC, DSOD, and BOC will be used to finalize reports and TMs as part of separate tasks, and to prepare final plan drawings and specifications for bidding as part of Task 3.

#### **Task 2.14 – Presentation to UWCD Board (Optional)**

As an optional task, GEI will prepare for and participate in a workshop to present key elements of the 100% design to UWCD management/Board. For budgeting purposes, we have assumed a labor effort of 52 hours for this task.

#### **Task 2.15 – Alternate Release Channel Design (Optional)**

As an optional task, GEI will update the alternate release channel design to bring it to a 100% level of completion. Updates will be based on the results of additional design studies and consider comments on the 90% design documents received from UWCD, FERC, DSOD, and BOC. The TM will be updated during 100% design and will be included as an appendix to the 100% Design Report.

### **Task 3 – Final Bid Documents**

#### **Task 3.1 – General Bid Documents**

GEI will finalize bid documents, including bidding forms, bid schedule, UWCD general provisions, applicable special provisions, and measurement and payment sections.

#### **Task 3.2 – Plan Drawings**

GEI will finalize all plan drawings for inclusion in the final bid documents. The drawings will be finalized based on comments received from UWCD, FERC, DSOD, and BOC on the 100% design drawings. Plans will be delivered in AutoCAD and PDF formats.

#### **Task 3.3 – Specifications**

GEI will finalize all technical specifications for inclusion in the construction contract documents. The specifications will be finalized based on comments received from UWCD, FERC, DSOD, and BOC on the 100% specifications.

### **Task 4 – Bid Phase Support**

#### **Task 4.1 – Pre-Bid Meeting**

GEI will prepare for and attend a pre-bid meeting to provide an overview of the project and answer potential bidder's questions. We assume the pre-bid meeting will take place at the dam site and include a site tour for potential bidders.

#### **Task 4.2 – Respond to RFIs and Questions**

GEI will provide responses to contractor questions and "Requests For Information" (RFIs) related to the project design.

#### **Task 4.3 – Prepare Addenda**

If requested by the UWCD, GEI will prepare addenda items as needed to clarify technical questions on the project design.

#### **Task 4.4 – Develop Conformed Plans & Specifications**

GEI will prepare a "conformed" set of plans and specifications that incorporates all addenda to the bid documents. Conformed plans and specifications are for reference only, and will include the following statement on each cover:

"The Conformed Plans and Specifications are intended to include revisions made to the Contract Documents by addenda. Conformed Plans and Specifications are for reference only and are not to be used as the Contract Documents. The United Water Conservation District does not guarantee the accuracy or completeness of the Conformed Plans and Specifications."

### **CONTINGENCY SERVICES**

There is a potential that comments made by regulators on the 90% or 100% designs will result in the need to modify the design of the spillway improvement project. It is possible that no design modifications will be required. However, an allowance budget of \$200,000 is provided to make design modifications, if needed and approved by UWCD.

### **ADDITIONAL ASSUMPTIONS**

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

1. The configuration of spillway improvements will be as generally shown on the 60% design documents. Changes to this general configuration required by UWCD, BOC, or regulatory agencies may require modifications to the scope of work and design fee.
2. The existing walls of the spillway can be used to safely pass the IDF.
3. The BOC and regulatory agencies will not request extraordinary engineering analyses beyond typical geotechnical, structural, and hydraulic evaluations for a spillway slab replacement project.
4. A physical hydraulic model of the spillway will not be required.

5. Additional three-dimensional Finite Element Model (FEM) analyses of the existing walls will not be required.
6. All site survey information and site topography for design of facilities will be provided by others.
7. No additional field subsurface explorations will be required for design of facilities.
8. All deliverables will be submitted in electronic format. Two hard copies of final documents will be submitted to UWCD.
9. All bid documents will be printed by UWCD.
10. The bid phase support budget is an allowance amount based on an anticipated level of effort. GEI will request an increase in the budget amount if additional effort is required to respond to Requests for Information, prepare addenda, or develop conformed plans and specifications.

## SCHEDULE

CONSULTANT shall provide professional consultation services for the **Santa Felicia Dam Spillway Improvement Project – Final Design and Bid Phase Support Services** in accordance with the schedule below.

Item	Approximate Date
UWCD Decision on Optional Task for Alternate Release Channel Design	10/25/2024
Alternate Release Channel Alignment Defined (Optional Task)	1/13/2025
Submit 90 Percent Design Packet for UWCD, FERC, DSOD, and BOC Review	4/21/2025
Participate in BOC Meeting No. 10	5/7-8/2025
Receive Comments on 90 Percent Design from All Entities	8/12/2025
Submit 100 Percent Design Packet for UWCD, FERC, DSOD, and BOC Review	4/20/2026
Participate in BOC Meeting on 100% Design	5/5-6/2026
Receive Comments on 100 Percent Design from All Entities	10/2026
Complete Final Bid Documents for Advertisement for Bids	6/2027
Complete Bid Phase Support	12/2027

UWCD = United Water Conservation District  
 FERC = Federal Energy Regulatory Commission  
 DSOD = California Division of Safety of Dams  
 BOC = Board of Consultants

**United Water Conservation District**  
**Spillway Improvement Project – Final Design and Bid Phase Support Services**  
**Fee Estimate**  
**GEI Consultants, Inc.**  
 6/21/2024

Task	Base Services	Optional Services	Total Fee
Task 1 - 90% Design Phase (7/2024 - 7/2025)	\$1,020,484	\$59,272	\$1,079,756
Task 2 - 100% Design Phase (7/2025 - 6/2026)	\$639,653	\$41,488	\$681,141
Task 3 - Final Bid Documents (6/2026 - 6/2027)	\$107,397	\$0	\$107,397
Task 4 - Bid Phase Support (6/2027 - 12/2027)	\$86,282	\$0	\$86,282
Contingency	\$0	\$200,000	\$200,000
<b>TOTAL</b>	<b>\$1,853,816</b>	<b>\$300,760</b>	<b>\$2,154,576</b>

**FEE SCHEDULE**

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 143
Staff Professional – Grade 2	\$ 157
Project Professional – Grade 3	\$ 172
Project Professional – Grade 4	\$ 193
Senior Professional – Grade 5	\$ 228
Senior Professional – Grade 6	\$ 259
Senior Professional – Grade 7	\$ 307
Senior Consultant – Grade 8	\$ 344
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Senior Drafter and Designer	\$ 172
Drafter / Designer and Senior Technician	\$ 157
Field Professional	\$ 127
Technician, Word Processor, Administrative Staff	\$ 128
Office Aide	\$ 100

These rates are billed for both regular and overtime hours in all categories.  
 Rates will increase 3% annually at the start of the July billing period.  
 Rates for Deposition and Testimony are increased 1.5 times.

**OTHER PROJECT COSTS**

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

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

**Transportation and Subsistence** - Automobile expenses for GEI or employee owned cars will be reimbursed per the Travel Expenses provisions included in Exhibit B.  
 Tolls and parking charges will be billed directly. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated per Exhibit B.

**EXHIBIT "A" TO AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES**

**Fee Estimate and Schedule of Charges**

Fee Estimate Detail

United Water Conservation District  
 Spillway Improvement Project  
 Design Fee Estimate - Final Design  
 GEI Consultants, Inc.  
 6/19/2024

Task <sup>1</sup>	GEI Labor Hours <sup>2</sup>										GEI Total Labor Hours	GEI Costs				Total Fee (2024 GEI Labor Rate) <sup>3</sup>	Budget to Account for GEI Labor Rate Escalation <sup>4</sup>
	Engineer/Geologist/Scientist Professional Grade								CADD Drafter/ Designer	Techn./ Admin.		Labor	Direct Expenses	Subconsultant	GEI subtotal		
	8	7	6	5	4	3	2	1									
2024 Rate \$/Hr	\$344	\$307	\$259	\$226	\$193	\$172	\$157	\$143	\$172	\$128							
<b>Task 1 - 90% Design Phase (7/2024 - 7/2025)</b>	<b>808</b>	<b>896</b>	<b>40</b>	<b>880</b>	<b>480</b>	<b>388</b>	<b>240</b>	<b>0</b>	<b>552</b>	<b>172</b>	<b>4,344</b>	<b>\$1,006,768</b>	<b>\$5,000</b>	<b>\$88,000</b>	<b>\$1,079,768</b>	<b>\$1,079,768</b>	<b>\$1,079,768</b>
1.1 Project Management, Coordination, Workshop	140	140		80						16	376	\$111,428			\$111,428	\$111,428	
1.2 90% Analyses and Design	108	140	40	200	240	300	80		32	32	1,172	\$256,172	\$1,500		\$257,672	\$257,672	
1.3 90% Plan Drawings	40	80		140							340	\$153,840		\$10,000	\$163,840	\$163,840	
1.4 90% Specifications	24	40		100	80					40	284	\$63,896		\$10,000	\$73,896	\$73,896	
1.5 90% Basis of Design and Design Report	40	80		120		80				24	344	\$82,512			\$82,512	\$82,512	
1.6 90% Constructability Evaluation Report and Cost Estimate	40	120		80	40				40	8	328	\$84,464		\$18,000	\$102,464	\$102,464	
1.7 Integration with Release Channel Design Documents	16	40		40					16		112	\$29,656			\$29,656	\$29,656	
1.8 Three-Dimensional Visualizations	4	40				16			80		140	\$30,168			\$30,168	\$30,168	
1.9 90% Reservoir Operations Plan During Construction	40	40		40	20				8	8	156	\$41,420			\$41,420	\$41,420	
1.10 90% Maintenance Manual	20	40		40	20					8	128	\$33,164			\$33,164	\$33,164	
1.11 Board of Consultants Meeting	48	60		40					16	164	\$44,700	\$2,500			\$47,200	\$47,200	
1.12 Responses to Reviewer Comments on Design	40	80		40					8	168	\$47,064				\$47,064	\$47,064	
1.13 Presentation to UWCD Board (Optional)	24	16							4	8	52	\$14,880	\$1,000		\$15,880	\$15,880	
1.14 Alternate Release Channel Design (Optional)	24	80		20					32	4	160	\$43,392			\$43,392	\$43,392	
<b>Task 2 - 100% Design Phase (7/2025 - 6/2026)</b>	<b>468</b>	<b>882</b>	<b>0</b>	<b>440</b>	<b>288</b>	<b>184</b>	<b>280</b>	<b>0</b>	<b>196</b>	<b>124</b>	<b>2,682</b>	<b>\$688,802</b>	<b>\$4,600</b>	<b>\$17,000</b>	<b>\$681,802</b>	<b>\$681,802</b>	<b>\$681,141</b>
2.1 Project Management, Coordination, Workshop	120	120		60						8	308	\$92,824			\$92,824	\$92,824	
2.2 100% Analyses and Design	40	40		80	80	140	160		8	8	546	\$109,750			\$109,750	\$109,750	
2.3 100% Plan Drawings	16	40		84	80		80			128	428	\$86,952		\$5,000	\$91,952	\$91,952	
2.4 100% Specifications	16	24		44	24					24	132	\$30,608		\$5,000	\$35,608	\$35,608	
2.5 100% Basis of Design and Design Report	32	60		60		20				24	196	\$49,620			\$49,620	\$49,620	
2.6 100% Constructability Evaluation Report and Cost Estimate	32	60		20	16					8	136	\$36,100		\$7,000	\$43,100	\$43,100	
2.7 Integration with Release Channel Design Documents	8	24		24					8		64	\$16,968			\$16,968	\$16,968	
2.8 Three-Dimensional Visualizations	2	16				4			32		54	\$11,792			\$11,792	\$11,792	
2.9 100% Reservoir Operations Plan During Construction	16	32		16	8					4	76	\$21,032			\$21,032	\$21,032	
2.10 100% Maintenance Manual	16	32		16						4	68	\$19,488			\$19,488	\$19,488	
2.11 Support for Contractor Pre-Qualification and Industry Day	40	40		20						8	108	\$31,624	\$1,000		\$32,624	\$32,624	
2.12 Board of Consultants Meeting	48	60		40					16	164	\$44,700	\$2,500			\$47,200	\$47,200	
2.13 Responses to Reviewer Comments on Design	40	80		40					8	168	\$47,064				\$47,064	\$47,064	
2.14 Presentation to UWCD Board (Optional)	24	16							4	8	52	\$14,880	\$1,000		\$15,880	\$15,880	
2.15 Alternate Release Channel Design (Optional)	8	48		16					16	4	52	\$24,400			\$24,400	\$24,400	
<b>Task 3 - Final Bid Documents (6/2026 - 6/2027)</b>	<b>48</b>	<b>120</b>	<b>0</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>24</b>	<b>404</b>	<b>\$88,232</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$101,232</b>	<b>\$101,232</b>	<b>\$107,397</b>
3.1 General Bid Documents	8	40								8	56	\$16,056			\$16,056	\$16,056	
3.2 Plan Drawings	16	40		40						100	196	\$44,104		\$1,500	\$45,604	\$45,604	
3.3 Specifications	16	40		80						16	152	\$38,072		\$1,500	\$39,572	\$39,572	
<b>Task 4 - Bid Phase Support (6/2027 - 12/2027)</b>	<b>48</b>	<b>116</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>68</b>	<b>28</b>	<b>288</b>	<b>\$74,488</b>	<b>\$2,500</b>	<b>\$2,000</b>	<b>\$78,988</b>	<b>\$78,988</b>	<b>\$88,282</b>
4.1 Prebid Meeting	16	16								4	36	\$10,928	\$2,500		\$13,428	\$13,428	
4.2 Respond to RFIs and Questions	16	40								8	64	\$18,808		\$2,000	\$20,808	\$20,808	
4.3 Prepare Addenda	8	40		40					16	8	112	\$27,928			\$27,928	\$27,928	
4.4 Develop Conformed Plans & Specifications	8	20							40	8	76	\$16,796			\$16,796	\$16,796	
<b>TOTAL</b>	<b>1,164</b>	<b>1,824</b>	<b>40</b>	<b>1,480</b>	<b>788</b>	<b>680</b>	<b>470</b>	<b>0</b>	<b>804</b>	<b>348</b>	<b>7,828</b>	<b>\$1,848,260</b>	<b>\$12,000</b>	<b>\$80,000</b>	<b>\$1,921,260</b>	<b>\$1,921,250</b>	<b>\$1,354,576</b>
<b>CONTINGENCY</b>																	
Contingency	120	240	0	240	40	0	0	0	100	32	772	\$188,888	\$1,304	\$0	\$200,000	\$200,000	\$200,000
C.1 Design Changes Based on UWCD, BOC, Regulatory Reviews (if Needed)	120	240		240	40				100	32	772	\$188,888	\$1,304	\$0	\$200,000	\$200,000	\$200,000
<b>TOTAL</b>	<b>120</b>	<b>240</b>	<b>-</b>	<b>240</b>	<b>40</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>100</b>	<b>32</b>	<b>772</b>	<b>\$188,888</b>	<b>1,304</b>	<b>-</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>
<b>Total</b>																<b>\$2,154,576</b>	

Notes  
 1. Refer to scope of work for detailed description of tasks.  
 2. Labor hour distribution by Grade Level is for budgeting purposes only. The actual Grade Level distribution will be based on efficiently performing the work task.  
 3. The distribution of the design fee estimate for the tasks are approximate, and may vary from that shown. GEI assumes that the fee can be moved between tasks with UWCD approval.  
 4. Includes an escalation of 3% per year beyond 2024 to account for labor rate increases and expense inflation over the duration of the project.

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

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

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

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

### **1. Reimbursable Expenditures**

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

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

Personal vehicles may be used when appropriate and mileage will be reimbursed at the standard Internal Revenue Service (IRS) business mileage rate (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: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. Including operations, products and completed operations, as applicable. 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: **\$1,000,000** 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.