

**MEMORANDUM OF AGREEMENT
ROBLES DIVERSION AND FISH PASSAGE FACILITY PRELIMINARY DESIGN
BETWEEN
CASITAS MUNICIPAL WATER DISTRICT AND
VENTURA COUNTY PUBLIC WORKS WATERSHED PROTECTION DISTRICT
WP-1-2023-04**

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (AMENDMENT) TO MEMORANDUM OF AGREEMENT ROBLES DIVERSION AND FISH PASSAGE FACILITY PRELIMINARY DESIGN (MOA) is made and entered into this __ day of October 2024, by and between the **Casitas Municipal Water District** (herein referred to as “Casitas”), and **Ventura County Watershed Protection District** (hereafter referred to as “District”).

Casitas staff will be reimbursed for costs directly attributable to the PROJECT in support of preliminary design for structural and operational improvements to address the restored sediment regime from the eventual upstream removal of Matilija Dam to be transported through Robles (PROJECT) as set forth in Contract AE 23-045 (Exhibit 1 of Agreement WP-1-2023-04) including modifications thereto.

RECITALS

WHEREAS, the AGREEMENT provides that District shall reimburse Casitas for staff time expended on evaluation of the impact of the Matilija Dam Ecosystem Restoration Project (MDERP) on the Robles Diversion and Fish Passage Facility (Robles); and

WHEREAS, the reimbursement of Casitas’ staff time under the AGREEMENT is being funded by State Coastal Conservancy (SCC) grant SC22-006; and

WHEREAS, additional funds for reimbursement of Casitas’ staff costs have been made available from SCC grant SC22-006 Amendment No.1; and

WHEREAS, the parties wish to amend the AGREEMENT to allow for Casitas’ continued extended support of MDERP in the amount of \$746,590.42 plus \$63,193.92 from the original amount for a total staff reimbursement of up to \$809,784.34 as shown in the attached Revised Exhibit 2 which funds are available from for Casitas Municipal Water District staff time and Casitas and the District have been working cooperatively to address downstream sediment issues at Robles as members of the Robles Working group (RWG), including the selection of a design consultant to develop a preliminary design for structural and operational improvements to address the restored sediment regime from the eventual upstream removal of Matilija Dam to be transported through Robles (PROJECT) as set forth in Contract AE 23-045 (Exhibit 1); and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the parties agree as follows:

1. All provisions of the AGREEMENT shall remain in full force and effect unless expressly modified by this AMENDMENT.
2. The not-to-exceed amount of District's reimbursement obligation under section A.2. of the AGREEMENT is increased to include the amounts shown in revised Exhibit 2, attached hereto.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this AMENDMENT, which shall be effective on the date last signed below.

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

Gregg Strakaluse, Director, Public Works Agency

Dated:

CASITAS MUNICIPAL WATER DISTRICT

Mike Flood, General Manager, Casitas Municipal Water District

ATTEST:

Dated:

Central Services
Joan Araujo, Director

Engineering Services
James O'Tousa, Director

Roads & Transportation
Anitha Balan, Director

Water & Sanitation
Vacant, Director

Watershed Protection
Vacant, Director

June 14, 2024

Northwest Hydraulic Consultants, Inc.
80 S. Lake Avenue, Suite 800
Pasadena, CA 91101

Attn: Ed Wallace;

Subject: Executed Modification Number 02 for Contract:
Robles Diversion Facility Preliminary Design
AE Number: 23-045

Attached is your copy of the executed Modification for subject contract. Your attention is called to any changes made in Exhibits A (Scope of Work), B (Time Schedule) and C (Fees and Payments) throughout this modification. You may contact me with questions at karen.goodman@ventura.org.

Sincerely,



Karen Goodman
Supervising Contract Support
Engineering Services



MODIFICATION NUMBER 2 TO CONTRACT AE23-045

Contract Title: Robles Diversion Facility Preliminary Design

This modification ("Modification No. 2") is made and entered into by and between the Ventura County Watershed Protection District, hereinafter referred to as AGENCY, and Northwest Hydraulic Consultants Inc., hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on May 24, 2023, for the CONSULTANT to provide preliminary design services to identify, refine, develop, and advance alternative improvements to the Robles Diversion Facility (Robles) that enhance fish passage, facilitate natural sediment transport through and/or around the Robles Facility, improve water supply reliability for fish passage and water diversions, and address flood risks at the Robles Facility and the adjacent Meiners Oaks community with a total contract amount of \$1,456,000, and a contract completion date of December 31, 2024; and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on November 13, 2023, for the CONSULTANT to provide for small group discussions within focus groups with expertise in the Design of Fish Passage Facilities and Geomorphology and Sediment Transport and to assess the parameters and assumptions that should be considered for developing the project evaluation criteria for an additional contract amount of \$38,325, ("MODIFICATION NO. 1"); and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to facilitate individual and small group meetings with regulatory agencies and project partners to develop consensus on alternatives that meet California Department of Fish and Wildlife native fish passage criteria while preserving Casitas Municipal Water District's diversions from the Ventura River and a Goals and Objectives framework; and


WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$146,596 for a new total contract amount of \$1,640,921;

NOW THEREFORE, the parties hereto agree as follows:

1. All provisions of the Contract, shall remain in full force and effect unless expressly modified by this Modification No. 2.
2. Exhibit A (Scope of Work and Services) is modified as follows:
Replace Exhibit A with the attached Modification No. 2 Exhibit A.
3. Exhibit B (Time Schedule) is modified as follows:
Replace Exhibit B with the attached Modification No.2 Exhibit B.
4. Exhibit C (Fees and Payment) is modified as follows:
Replace Exhibit C with the attached Modification No.2 Exhibit C.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION.

FOR CONSULTANT

Name:  6-12-24
Date
Title: PRESIDENT

FOR AGENCY:


Name:  6/15/2024
Interim County Engineer Date

EXHIBIT A - SCOPE OF WORK AND SERVICES
(Changes in Bold/Italic)

1. Overview of Services and Project

AGENCY has engaged CONSULTANT to provide the following services, which are more specifically described in the Basic Services section below, to assist AGENCY with the following project:

CONSULTANT shall develop, evaluate, and advance alternative improvements to the Robles Diversion Facility (Robles) that enhance volitional fish passage across a wide range of flow conditions; facilitate natural sediment transport through and/or around the Robles Facility; improve water supply reliability for fish passage and water diversions when hydrologic and permit conditions allow; and address flood risks at the Robles Facility and for the adjacent Meiners Oaks community.

CONSULTANT shall identify, refine, and develop alternatives that address the project objectives for review by the design team, describe sources of risk and uncertainty among the alternatives and the extent to which risk and uncertainty may be addressed in technical studies, conduct technical studies, and analyses of viable alternatives performance including concept development plans for comparing alternatives performance, cost, and operations and maintenance requirements, and deliver a draft and final alternatives Analysis Report with findings and recommendations.

The alternatives development, selection, and design work for the Robles Diversion Facility and Meiners Oak Flood Protection is part of the Matilija Dam Ecosystem Restoration Project and will be used to mitigate potential dam removal impacts by addressing water supply, endangered steelhead trout passage, sediment transport, and local flood protection in the alternatives analyses.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Alternatives Review and Evaluation Plan

Task 1.1 Data Review and Evaluation, and Kick-off Meeting

CONSULTANT shall review, update, and organize the available data (on a share site) and create a brief summary of the Robles History and process to date. This history shall be gathered from available materials provided by the Robles Working Group (RWG) design team, comprised of the U.S. Bureau of Reclamation (USBR), Casitas Municipal Water District (CMWD), National Marine Fisheries Service (NMFS) and others. This document shall provide a common perspective of the current starting place for the work.

CONSULTANT shall conduct a kick-off meeting with the AGENCY and key stakeholders involved in and affected by improvements at Robles including USBR, CMWD, NMFS, Resource Legacy Fund (RLF), and others to review general project objectives and initiate the project.

Task 1.2 Initial Stakeholder Outreach

CONSULTANT shall summarize and edit the alternatives and recommendations from previous work for discussion with the RWG at the beginning of this task. This information will be used to get further input on alternatives recommended for advancement and solicit any input on potentially modifying or eliminating options.

CONSULTANT shall conduct one-on-one in-person meetings interviews with key stakeholders using a scripted interview process to assess the goals, objectives, and perspectives from each organization relevant to evaluating and implementing a solution for the Robles Diversion. CONSULTANT shall conduct up to ten separate interviews in person.

The interviews shall ascertain the desired objectives, perspectives, and views on alternatives to assess the information needed for decision-making and developing a decision plan for the design team. The meetings shall be confidential in nature and content attributions will not be shared outside of each meeting.

Following completion of the interviews, CONSULTANT shall develop a summary document and presentation to share with the design team that presents themes and recommendations for the decision

process, and information and communications protocols to aid alternatives evaluation and selection.

CONSULTANT shall develop a draft set of objectives for the design team to consider, refine, and process to consensus agreement. This information will be shared and discussed during Design Meeting #1 in Task 1.3.

CONSULTANT shall identify the key topics and uncertainties that need to be addressed and provide a brief description of how these can be assessed through analysis.

Task 1.3 Site Visit and Design Meeting #1

CONSULTANT shall conduct an in-person site visit followed by RWG Mtg #1. This meeting will kick-off this project phase with the design team, gain understanding and support for the process and timeline, and establish a common platform for alternatives analysis.

CONSULTANT shall present findings from the interviews, previous work, findings on the alternatives, and key comments to share and discuss the potential alternatives which may have evolved since previous work was completed. The findings and stakeholders' comments from previous work will be discussed to assess which alternatives are viable for advancing to Task 2.

CONSULTANT shall frame alternatives around working draft design objectives and alternatives evaluation criteria based on this meeting. CONSULTANT shall work with the design team to develop the evaluation criteria for items such as design attributes, cost, operations and maintenance, uncertainties and unknowns, performance parameters, and other parameters important to the design team. The meeting's purpose is to develop support for an alternatives analysis process and framework that enables the CONSULTANT to advance analysis tasks and development of an Alternatives Evaluation Plan.

Task 1.4 Alternatives Update, Draft Evaluation Criteria, and Workshop #1

CONSULTANT shall update the alternatives based on input from Design Mtg #1 and draft evaluation criteria as a framework to discuss and narrow alternatives, to identify data gaps and study needs, and to identify secondary criteria that are determined to be important, given the available data.

CONSULTANT shall describe sources of uncertainty and risk and the extent to which these can be addressed in technical studies, develop an assessment of which alternatives best meet the draft objectives, refine the alternatives descriptions, and define the associated studies needed to advance their evaluation.

CONSULTANT shall organize, coordinate, and direct the efforts of focus groups with expertise in Geomorphology/Sediment Transport and Design of Fish Passage Facilities Design to assess the parameters and assumptions that should be considered for developing the project evaluation criteria.

CONSULTANT shall schedule individual and small group discussions as necessary, review and verify technical proposals resulting from those meetings, and document and report those findings to the focus group as appropriate.

CONSULTANT shall conduct two remote meetings (per topic) that include all members of each focus group to ensure that technically feasible perspectives of participants are shared, discussed, and evaluated and that constraints are understood. Information from these meetings will be utilized to help with defining evaluation criteria and discussion of alternative refinement.

Subtask 1.4.1 Stakeholder Alternatives Development Meetings

CONSULTANT shall conduct a series of individual and small group meetings with representatives from Casitas, CDFW, NMFS, USBR, NGOs, and project partners as appropriate to determine the validity and feasibility of incorporating project features proposed by stakeholders that meet the requirements for maintaining water supply, sediment transport, and fish passage.

CONSULTANT shall present the results of the baseline conditions hydraulic modeling and requirements for additional capacity to enhance hydraulics and sediment transport through the system to the RWG and solicit stakeholder feedback for proposed alternatives in a remote meeting.

CONSULTANT shall present the results of the alternatives hydraulic modeling and variations to the alternatives system requirements to the RWG and solicit feedback in preparation for Workshop #1 in a remote meeting.

Subtask 1.4.2 Hydraulic Modeling; Baseline Conditions and Stakeholder Alternatives

CONSULTANT shall develop hydraulic modeling to assess the requirements for hydraulic and sediment transport capacity of the system for the baseline conditions and evaluate alternatives and variations to the alternatives based on stakeholder input.

Subtask 1.4.3 CDFW Native Fish Passage Criteria

CONSULTANT shall develop concepts and hydraulic models to assess the feasibility of design features that could meet CDFW's native fish passage criteria including concept layouts and assessing the necessary flow splits, water levels, and velocities.

Subtask 1.4.4 Consensus Based Goals and Objectives Development

CONSULTANT shall research federal agency based "Goals and Objectives" examples, provide "Draft" frameworks for stakeholder review and develop a consensus-based Goals and Objectives document working with the stakeholders.

Based on this process, the CONSULTANT shall develop elements of a draft Alternatives Evaluation Plan for discussion at Workshop # 1.

CONSULTANT shall conduct Workshop #1 as a hybrid meeting, allowing for both in-person and remote participation on-site at a facility provided by the AGENCY. CONSULTANT shall provide for a "working lunch" for participants attending Workshop #1 in-person and have key members of CONSULTANT's staff attend the meeting in-person onsite.

CONSULTANT shall present its findings at Workshop # 1, lead the discussion on design objectives for each alternative, key topics, and uncertainties to be addressed, technical analysis and studies needed for each alternative, and potential Alternatives Evaluation Criteria. CONSULTANT shall guide the discussion in Workshop # 1 to achieve consensus on the alternatives to be advanced and the process for evaluating the alternatives in a decision-making framework.

CONSULTANT shall identify where technical studies are not expected to sufficiently address uncertainty or answer stakeholder questions, and the design team will determine if this eliminates alternatives or if a modification to alternatives is warranted.

CONSULTANT shall allow for alternative selection decision making to occur at different stages of the evaluation process to narrow the range of alternatives, as appropriate.

Task 1.5 Draft and Final Alternatives Evaluation Plan

CONSULTANT shall prepare the Draft Alternatives Evaluation Plan based on input from Workshop #1. CONSULTANT shall Schedule Design Meeting #2 following release of the Draft Alternatives Evaluation Plan and prior to the due date for comments. CONSULTANT shall utilize Design Meeting #2 to answer questions and build consensus around the Alternatives Evaluation Plan. CONSULTANT shall ensure the design team has the opportunity to review and develop consensus on the technical analyses needed to support decision-making prior to initiation of major analysis tasks.

Following Meeting #2, and receipt of comments on the draft plan, CONSULTANT shall conduct a review meeting with AGENCY (Task 1.6) and prepare a final Alternatives Evaluation Plan.

Task 1.6 Project Management, Progress and Coordination Meetings

CONSULTANT shall conduct regular progress meetings with AGENCY and other invited stakeholders. Progress meetings for this task shall include meetings prior to design team presentations, and as necessary to provide updates on work progress or address questions regarding technical analysis or project management. Progress meetings (total of 7) shall occur in Task-1.1 (prior to Kickoff Meeting); Task 1.2 (following compilation of interview results and prior to Design Meeting #1); Task 1.4 (one to review progress and one in preparation for Workshop #1); and Task 1.5 (one in preparation for Design Meeting #2 and one for review of the draft AEP).

CONSULTANT shall conduct project team coordination meetings that occur regularly on approximately two-week intervals to coordinate work between team members.

Task 1 Deliverables

- Digital Reference Library
- Kickoff Meeting Notes
- Facilitation and Decision Support Plan for design team
- Draft interview summary document and presentation
- Fish Passage Design Focus Group Presentation and Summary Notes
- Geomorphology and Sediment Transport Focus Group Presentation and Summary Notes
- ***Small Group Presentations and Meeting Notes; Hydraulic Modeling Alternative/ Variations***
- ***Project Goals and Objectives document***
- ***CDFW Fish Passage Criteria Technical Summary***
- Key topics/uncertainties summary
- Workshop #1 Notes
- Draft Alternatives Evaluation Plan
- Final Alternatives Evaluation Plan
- Mtg #2 Presentation and Notes
- Progress Meeting Agendas and Notes

Task 2 - Alternatives Refinement and Evaluation

Task 2.1 Alternatives Refinement and Summary

CONSULTANT shall develop the hydraulic design of up to four alternatives to a level of design that provides sizes, slopes, and other characteristics to be used in technical and sediment modeling of the alternatives. The designs will look at performance for diversions, sediment management, and fish passage.

CONSULTANT shall prepare conceptual plan view layouts, profiles, and typical sections to assist in description of the alternatives. All alternatives shall be advanced to a level suitable for initiation of modeling and technical analysis and preliminary hydraulic design will be completed to size facilities and select material types.

CONSULTANT shall prepare a short narrative and summary tables to describe the basis of design for each alternative and prepare a summary comparison of pros and cons based on the design objectives and evaluation criteria developed in Task-1.

CONSULTANT shall present the refined alternatives to the design team (Design Meeting #3) and provide an opportunity for review input and discussion prior to commencing more detailed analysis. Results of this meeting will also be used to refine the modeling plans (operational and hydraulic/sediment transport) for each alternative.

Following Design Meeting #3, CONSULTANT shall check-in with design team members to obtain additional feedback, questions, concerns, or information needs. CONSULTANT shall share this information with the rest of the design team including any follow-ups and adjustments to work planning made as appropriate.

Task 2.2 Operational Modeling

CONSULTANT shall develop operational information and modeling to assess how alternatives will perform through a season or series of events to gain an understanding of the relationship between diversion capability, sediment management, and fish passage. This shall include the development of a simple operational model based on an understanding of existing CMWD operations and used to consider potential operational scenarios to improve diversion reliability, sediment management, and fish passage. The operational model shall be used interactively with hydraulic and sediment transport models to assess alternative performance on flow splits to the diversion, sluices, bypasses, and fish passage pathways under varying river flows and sediment management operations.

CONSULTANT shall run the model for multiple hydrographs to understand the potential time dependent effects of operational criteria for the alternatives on diversion yield and to test the sensitivity of diversion yield or other key parameters to different operational criteria or assumptions.

CONSULTANT shall use the model to help guide the identification of additional hydraulic and sediment transport analysis necessary to support decision making and reduce uncertainty in results. CONSULTANT shall run a second round of operational modeling after the analysis is updated prior to or concurrently with Task-2.3.

Task 2.3 Hydraulic, Sediment, and Fish Passage Analysis

CONSULTANT shall undertake the appropriate level of modeling for the recommended alternatives and utilize the findings from those studies to update the operational model to better quantify impacts to objectives and long-term maintenance and other costs to support the alternatives analysis. Analysis in this task shall focus on 2D hydraulic and sediment transport modeling. The analysis will utilize the updated 2D modelling of the Ventura River used in the Matilija Dam Ecosystem Restoration Project (MDERP) that includes sand transport and modified boundary conditions, and available topography.

The 2D models for alternatives shall be run in quasi-steady state to represent performance through a limited range of flows and operating scenarios. The model shall calculate flow splits, water levels, velocities, and shear stresses, and will be used to develop rating curves for project features. These results shall be used in the operational model to assess diversion yield and flow splits through an operational season and/ or selected storm hydrographs. The modeling in this phase will be extended far enough upstream and downstream to provide an initial assessment of hydraulics and sediment transport for the entire reach and a comparison of flood risk at Meiners Oaks for each of the alternatives. Alternatives for channel re-grading and channel alignment for the reach downstream of Robles through Meiners Oaks shall be included for all alternatives. These extents shall be used to examine the potential impact of a right or left bank bypass on sediment transport and flooding, including at the existing fish ladder entrance location. As part of this work, CONSULTANT shall use a 2D model of the existing facility as the baseline for comparison of alternative performance.

The sediment transport models in the vicinity of the Robles Facility shall use existing or ongoing regional models from the MDERP 65% design to establish boundary conditions and shall be run for representative hydrographs and a limited number of operating scenarios. The sediment transport modeling shall focus on potential depositional or erosional trends in the project area for the alternative configurations, and the ability of the alternatives to pass post-Matilija Dam removal sediment loads through the system under high flow conditions. Modifications to the regional model will be used to refine estimated depositional patterns and time dependent processes in the vicinity of the diversion under post-Matilija Dam removal conditions.

CONSULTANT shall conduct additional hydraulic modeling to assess performance of rock ramps or chutes for fish passage flows under a range of fish passage design flows.

CONSULTANT shall schedule Design Meeting #4 when preliminary analyses of results are available for all alternatives. A summary of alternative performance shall be prepared for review with the design team. CONSULTANT shall use Design Meeting #4 to solicit feedback on analyses and results obtained to date and guide adjustments to alternatives and additional analysis in Task 2-4.

Task 2.4 Additional Refinements and Analysis

CONSULTANT shall refine alternatives based on design team comments following Task 2.3 and prepare revised layouts for up to two alternatives developed in Task 2.1 by adjusting width, elevation, and/or orientation of proposed facilities. CONSULTANT shall prepare, execute, and analyze up to two local Computational Fluid Dynamic (CFD) models to refine hydraulics of key aspects of the designs for one geometry and up to three flowrates. CONSULTANT shall conduct Design Meeting #5 to review revised layouts and additional analysis results.

Task 2.5 Alternatives Analysis Report and Workshop #2

The CONSULTANT shall evaluate alternative performance based on the criteria established in Task-1 to include hydraulic, sediment, and fish passage performance based on the modeling analysis, operations and maintenance ease and cost, probable construction cost, environmental and permitting factors, and implementation considerations. CONSULTANT shall prepare the Opinion of Probable Construction Cost (OPCC) using rough estimates of quantities for key construction types and features, unit costs based on regional information, and guidelines or allowances for project features not yet defined at the conceptual level. The OPCC will be an order of magnitude estimate commensurate with the preliminary nature of the

design.

CONSULTANT shall assess operations and maintenance requirements for each alternative based on modeling results, estimate the variability of hydrologic conditions and uncertainty related to sediment loads and performance, and summarize expected life cycle costs for the alternatives, including capital and operations and maintenance costs.

CONSULTANT shall prepare a draft Alternatives Analysis Report with findings and recommendations for the preferred alternative (or alternatives) to be carried forward into Phases B and C. The alternatives development process and the results of technical analyses will be described. CONSULTANT shall describe the alternatives evaluation in the text and summarize it in tabular form and characterize the uncertainties in the evaluation.

CONSULTANT shall conduct Workshop #2 to build consensus around the draft Alternatives Analysis Report and the selected preferred alternative(s). Workshop #2 shall be held after the draft alternatives analysis report is released but prior to the due date for comments. CONSULTANT shall use this workshop to present the Alternatives Analysis Report and engage with the design team to discuss the basis for the draft evaluation, facilitate decision-making, and consider the path forward.

After receipt of consolidated comments, CONSULTANT shall compile a comment-response summary for review with AGENCY. After review with AGENCY, (Task 2.7), the CONSULTANT shall prepare a Final Alternatives Analysis Report with findings and recommendations for the preferred alternative(s) to be carried forward into Phases B and C, incorporating and addressing written comments. CONSULTANT shall conduct Design Meeting #6 to resolve comments from the draft report, if any, prior to completion of the final report.

Task 2.6 Monitoring

CONSULTANT shall develop recommendations for placement of additional monitoring equipment at the Robles Diversion to initiate data collection to help inform future modeling, design, and operations recommending equipment designed to provide real-time and recorded information on sediment levels and suspended sediment transport. CONSULTANT shall review options such as the use of LISST-ABS (Suspended Sediment Concentration) Systems, Radar Gages, Snow Pillows (for measuring deposition of material) and Data Loggers with CMWD and AGENCY and develop instrumentation layouts and equipment specifications; acquire instruments, communications equipment, and appurtenances; conduct initial testing and data review; and assess data series as they become available. CONSULTANT shall lead the installation of equipment with assistance from CMWD and instrumentation will tie into existing power supplies provided by CMWD. This task will cover mutually agreed to equipment, installation, monitoring, maintenance, and removal based on initial conversations for the proposed plan.

CONSULTANT shall collect information relevant to analysis, design, and operations (dependent on the timing of installation and hydrologic conditions after installation), for use in verification of models in the current phase of work as available and for use in future design phases.

Task 2.7 Project Management, Progress and Coordination Meetings

CONSULTANT shall conduct regular progress meetings with AGENCY and the design team. Progress meetings shall include one meeting in Task 2.1 prior to Design Meeting #3, two meetings in Task 2.3 (one interim meeting and one meeting to review Task 2.2 and Task 2.3 results prior to Design Meeting #4), one meeting in Task 2.4 prior to Design Meeting #5, one meeting in Task 2.5 prior to Workshop #2, and one draft report comments review meeting to resolve comments from the draft report prior to completion of the final report.

CONSULTANT shall also conduct team coordination meetings regularly on approximately two-week intervals to coordinate work between team members.

Task 2 Deliverables

- Refined concept layout drawings for alternatives
- Basis of design summary
- Summary comparison of alternatives – pros, cons, uncertainties

- Design Meeting #3 Presentation and Notes
- Simulation summaries for baseline and 4 alternatives
- Sensitivity summary
- Preliminary Hydraulic, Sediment, and Fish Passage Summary Memorandum
- Design Meeting #4 Presentations and Notes
- Additional Modeling Summary Memorandum
- Design Meeting #5 Presentations and Notes
- Draft Alternatives Analysis Report
- Workshop #2 Presentations and Notes
- Comment-response summary
- Final Alternatives Analysis Report
- Design Meeting #6 Presentation and Notes
- Monitoring plan
- Equipment List, Procurement, Installation, monitoring, maintenance, and removal.
- Progress Meeting Agendas and Notes
- Coordination Meeting Agendas and Notes

Task 3 - Meiners Oaks Flood Protection

Task 3.1 Meiners Oaks Preliminary Flood Risk Improvement Alternatives Assessment

CONSULTANT shall provide a preliminary assessment of the impacts of the Robles alternatives on flooding to the downstream Meiners Oaks reach. In this task the CONSULTANT shall complete initial conceptual analysis at Meiners Oaks looking at the potential impact of the preferred Robles Diversion Alternatives. The Meiners Oaks area will be incorporated into the hydraulic and sediment transport modeling for the Robles Diversion alternatives. In this task the CONSULTANT shall complete additional hydraulic analysis if required to identify conceptual flood protection alternatives at Meiners Oaks that are compatible with the Robles Diversion alternatives. This analysis will include some basic variations on topography through the Meiners Oaks area. The CONSULTANT shall develop a brief technical memorandum discussing these alternatives and next steps for the alternatives analysis and supporting studies. CONSULTANT shall present the results of the study in design Mtg #7. Comments provided by the design team on the draft document shall be incorporated in a final memorandum.

Task 3 Deliverables

Draft Preliminary Meiners Oaks Flood Risk Memorandum
Final Preliminary Meiners Oaks Flood Risk Memorandum
Design Meeting #7 Presentation and Notes

Task 4 - Phase B Robles 10% Design and Alternatives Selection

Final Scope TBD

Task 5 - Phase C Meiners Oaks Flood Protection Technical Studies and 10% Design

Final Scope TBD

Task 6 - Phase D Robles and Meiners Oaks 30% Designs

Final Scope TBD

3. Extra Services

Extra Services are separate from but related to the Basic Services described above. Extra Services shall be performed by CONSULTANT only after being authorized in writing by the Project Manager for AGENCY. AGENCY's written authorization will include a statement of the Extra Services required and time schedule for completion. CONSULTANT's billing and AGENCY's payment for Extra Services shall occur pursuant to Exhibit C.

4. County Services

AGENCY will provide or accomplish the following:

1. Full information as to the requirements of the services to be provided by CONSULTANT under the contract.
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
3. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
4. All available information and results of previous studies, analyses, etc. to be used for the project.

End of Exhibit A

EXHIBIT B - TIME SCHEDULE
(Changes in Bold/Italic)

1. Schedule

All Work on this contract shall be completed by 12/31/2024.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
	Phase A, Robles Alternatives Refinement	
1	Alternatives Review and Evaluation Plan	
1.1	Data Review and Evaluation, and Kick-off Meeting	10/01/2023
1.2	Initial Stakeholder Outreach	10/01/2023
1.3	Site Visit and Design Meeting #1	10/01/2023
1.4	Alternatives Update, Draft Evaluation Criteria, and Workshop #1	7/31/2024
1.5	Draft and Final Alternatives Evaluation Plan	7/31/2024
1.6	Project Management, Progress and Coordination Meetings	7/31/2024
2	Alternatives Refinement and Evaluation	
2.1	Alternatives Refinement and Summary	10/1/2024
2.2	Operational Modeling	10/1/2024
2.3	Hydraulic, Sediment, and Fish Passage Analysis	10/1/2024
2.4	Additional Refinements and Analysis	10/1/2024
2.5	Alternatives Analysis Report and Workshop #2	10/1/2024
2.6	Monitoring	10/1/2024
2.7	Project Management, Progress and Coordination Meetings	10/1/2024
3	Meiners Oaks Flood Protection	
3.1	Meiners Oaks Preliminary Flood Risk Improvement Alternatives Assessment	10/1/2024
4	Phase B Robles 10% Design and Alternatives Selection	TBD
5	Phase C Meiners Oaks Flood Protection Technical Studies and 10% Design	TBD
6	Phase D Robles and Meiners Oaks 30% Designs	TBD

2. Delays

If Work cannot be completed by the dates specified in Exhibit B through no fault of CONSULTANT, the fee for the Work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the Work was required to be complete as specified in Exhibit B until the time the Work can actually be completed. Any payment of an additional fee as described in this paragraph must be authorized by AGENCY with a modification to this contract.

End of Exhibit B

EXHIBIT C – Fees and Payments
(Changes in Bold/Italic)

1. Compensation Summary

The following summarizes the maximum amount of compensation available to CONSULTANT under this contract. The actual amount of compensation shall be established and paid in accordance with the applicable provisions of the contract including this Exhibit C.

Maximum Fees for Basic Services:	\$ <u>1,636,771</u>
Maximum Fees for Extra Services:	\$ _____
Maximum Reimbursement for Expenses:	\$ <u>4,150</u>
Total Amount Not to Exceed:	\$ <u>1,640,921</u>

2. Fees for Basic Services

AGENCY agrees to pay CONSULTANT the following fees for Basic Services:

☒ a **fixed fee** compensation, in the lump sum amount of **\$1,636,771**, for completion of all Basic Services.

Task Table

Task	Description	Lump Sum
1	Alternatives Review and Evaluation Plan	
1.1	Data Review and Evaluation, and Kick-off Meeting	\$29,000
1.2	Initial Stakeholder Outreach	\$49,000
1.3	Site Visit and Design Meeting #1	\$43,000
1.4	Alternatives Update, Draft Evaluation Criteria, and Workshop #1	\$243,771
1.5	Draft and Final Alternatives Evaluation Plan	\$59,000
1.6	Project Management and Progress and Coordination Meetings	\$57,000
2	Alternatives Refinement and Evaluation	
2.1	Alternatives Refinement and Summary	\$98,000
2.2	Operational Modeling	\$114,000
2.3	Hydraulic, Sediment, and Fish Passage Analysis	\$388,000
2.4	Additional Refinements and Analysis	\$133,000
2.5	Alternatives Analysis Report and Workshop #2	\$118,000
2.6	Monitoring	\$100,000
2.7	Project Management and Progress and Coordination Meetings	\$125,000
3	Meiners Oaks Flood Protection	
3.1	Meiners Oaks Preliminary Flood Risk Improvement Alternatives Assessment	\$80,000
4	Phase B Robles 10% Design and Alternatives Selection	TBD
5	Phase C Meiners Oaks Flood Protection Technical Studies and 10% Design	TBD
6	Phase D Robles and Meiners Oaks 30% Design Studies	TBD
	Total	\$1,636,771

3. Fees for Extra Services

For Extra Services authorized in writing in advance by AGENCY in accordance with Exhibit A, AGENCY agrees to pay CONSULTANT an **hourly rate** compensation for actual hours of Extra Services performed that is based upon the hourly rates set forth in the Rate Table for Basic Services above or, if none, then

based upon the hourly rates set forth in the following Rate Table for Extra Services, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$0.00**.

4. Delays

If Work cannot be completed by the dates specified in Exhibit B through no fault of CONSULTANT, the fees for the Work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the Work was required to be complete as specified in Exhibit B until the time the Work can actually be completed. Any payment of an additional fee as described in this paragraph must be authorized by AGENCY with a written modification to this contract.

5. Reimbursable Expenses

CONSULTANT shall be reimbursed a sum for the following reasonable out-of-pocket expenses that are incurred and paid for by CONSULTANT in furtherance of performance of its obligations under this contract, but only to the extent that such expenses are directly related to CONSULTANT's services hereunder and do not exceed the **maximum reimbursable amount of \$4,150.00**:

(i) Outside printing directly related to deliverables but not for internal uses of CONSULTANT or its SubCONSULTANTS.

(ii) Reproduction or reprographic costs directly related to deliverables but not for internal uses of CONSULTANT or its SubCONSULTANTS. If CONSULTANT provides allowable reprographic services using its own equipment rather than using an outside service, the unit billing rates for such charges must be approved in advance by AGENCY.

(iii) Shipping, overnight mail, postage, messenger, courier and/or delivery services (but not for CONSULTANT's internal communications);

(iv) Only if authorized in writing in advance by AGENCY, reimbursement for business travel for the specific position descriptions so identified in the Rate Tables for Basic Services or Extra Services set forth above. AGENCY shall reimburse CONSULTANT for transportation, lodging, and meal expenses consistent with the policies and amounts approved for County employees as defined by policy number Chapter VII(C)-1, *Reimbursement of Employees County Business Expenses*, in the County's Administrative Policy Manual (latest edition);

(v) Only if authorized in writing in advance by AGENCY, fees and costs for SubCONSULTANT services that are not included in the Rate Tables for Basic Services or Extra Services set forth above.

Exclusive List. The list of reimbursable expenses set forth above is the sole and exclusive list of reimbursable expenses that CONSULTANT is entitled to receive.

Approval Limits. Any reimbursable expense wherein a single item exceeds \$500 in value, whether purchased or leased, must be approved in writing in advance by AGENCY.

No Administrative Charge or Mark-Ups. The reimbursement provided for herein shall not include an administrative charge, multiplier or other mark-up by CONSULTANT unless authorized in writing, in advance, by AGENCY.

No Reimbursement for Specified Basic Services Paid for by a Fixed Fee. Notwithstanding the above, expenses related to Basic Services specified in Exhibit B are not reimbursable if CONSULTANT is compensated for Basic Services by a fixed fee.

6. Payment

AGENCY shall make payments to CONSULTANT under the contract as follows:

Requests for Payment

To request payment, CONSULTANT shall complete and submit to AGENCY a CONSULTANT Services Invoice Form that shall include, at a minimum, (i) personnel time records for Basic Services and Extra Services actually performed at the rates specified in this Exhibit C, or the completed task for which payment of the fixed fee provided for in this Exhibit C is requested, as applicable, and (ii) receipts for all authorized reimbursable expense, along with the written AGENCY authorization for any specific reimbursable expenses requested for payment, if required above.

MODIFICATION NUMBER 02 TO AE23-045

When invoicing for Extra Services, CONSULTANT shall clearly mark on the Invoice Form which services are Extra Services and keep those services separate from or Basic Services and shall include a copy of the written AGENCY authorization for the Extra Services for which payment is requested.

CONSULTANT shall submit all **invoices** to:

PWA.CONSULTANTinvoices@ventura.org

Payment Schedule

Payments shall be made by AGENCY upon presentation of a properly completed AGENCY Invoice Form as described above. Payments based on an hourly rate compensation shall be made monthly.

Timely Invoicing

Timely invoicing by CONSULTANT is required. Delays in invoicing for services performed increases the management effort required by AGENCY to ensure accurate payments to CONSULTANT and manage project budgets. Accordingly, CONSULTANT shall submit a properly completed invoice no later than 60 calendar days after the services which are the subject of the invoice were performed. An invoice received by AGENCY more than 60 calendar days after the services were performed shall be reduced by 5% to compensate AGENCY for the additional management costs. Additionally, since increases in administrative costs and budgetary problems caused by late invoicing correlate to the length of delay in invoicing, there will be an additional 5% reduction in compensation for each additional 30-calendar-day period beyond 60 days between the date the services were performed and the submission of the invoice for those services.

CONSULTANT shall submit a final invoice form within 60 days of the earliest of the following events: 1) completion and acceptance by AGENCY of all Work required by the contract; or 2) termination of the contract.

End of Exhibit C

CASITAS MUNICIPAL WATER
DISTRICT ROBLES WORKING
GROUP STAFF TIME ESTIMATE

STAFF TIME ESTIMATE 7/1/2023 - 2/15/2024					STAFF TIME ESTIMATE 2/15/2024 - 6/30/2024				STAFF TIME ESTIMATE 7/1/2024 - 12/31/2024				STAFF TIME ESTIMATE 1/1/2025 - 6/30/2025			
STAFF	HOURS/MONTH	# MONTHS	FULLY BURDENED RATE	SUBTOTAL	HOURS/MONTH	# MONTHS	FULLY BURDENED RATE	SUBTOTAL	HOURS/MONTH	# MONTHS	FULLY BURDENED RATE	SUBTOTAL	HOURS/MONTH	# MONTHS	FULLY BURDENED RATE	SUBTOTAL
GENERAL MANAGER	24	6	\$ 136.42	\$ 19,644.48	8	4.5	\$ 159.96	\$ 5,758.56	8	6	\$ 167.96	\$ 8,061.98	8	6	\$167.96	\$ 8,061.98
ASSISTANT GENERAL MANAGER	24	6	\$ 109.56	\$ 15,776.64	20	4.5	\$ 147.52	\$ 13,276.80	20	6	\$ 154.90	\$ 18,587.52	20	6	\$154.90	\$ 18,587.52
ENGINEERING MANAGER	8	6	\$ 159.96	\$ 7,678.08	24	4.5	\$ 136.42	\$ 14,733.36	32	6	\$ 143.24	\$ 27,502.27	40	6	\$143.24	\$ 34,377.84
OPERATIONS AND MAINTENANCE	8	6	\$ 147.52	\$ 7,080.96	20	4.5	\$ 133.02	\$ 11,971.80	20	6	\$ 139.67	\$ 16,760.52	20	6	\$139.67	\$ 16,760.52
FISHERIES MANAGER	8	6	\$ 133.02	\$ 6,384.96	40	4.5	\$ 109.56	\$ 19,720.80	40	6	\$ 115.04	\$ 27,609.12	48	6	\$115.04	\$ 33,130.94
FISHERIES SUPERVISOR	16	6	\$ 69.05	\$ 6,628.80	16	4.5	\$ 69.05	\$ 4,971.60	16	6	\$ 72.50	\$ 6,960.24	16	6	\$ 72.50	\$ 6,960.24
			TOTAL	\$ 63,193.92			TOTAL	\$ 70,432.92			TOTAL	\$ 105,481.66			TOTAL	\$ 117,879.05

STAFF TIME ESTIMATE 7/1/2025 - 12/31/2025					STAFF TIME ESTIMATE 1/1/2026 - 6/30/2026				STAFF TIME ESTIMATE 7/1/2026 - 12/31/2026				STAFF TIME ESTIMATE 1/1/2027 - 6/30/2027			
STAFF	HOURS/MONTH	# MONTHS	FULLY BURDENED RATE	SUBTOTAL	HOURS/MONTH	# MONTHS	FULLY BURDENED RATE	SUBTOTAL	HOURS/MONTH	# MONTHS	FULLY BURDENED RATE	SUBTOTAL	HOURS/MONTH	# MONTHS	FULLY BURDENED RATE	SUBTOTAL
GENERAL MANAGER	8	6	\$ 176.36	\$ 8,465.08	8	6	\$ 176.36	\$ 8,465.08	8	6	\$185.17	\$ 8,888.34	8	6	\$ 185.17	\$ 8,888.34
ASSISTANT GENERAL MANAGER	20	6	\$ 162.64	\$ 19,516.90	20	6	\$ 162.64	\$ 19,516.90	20	6	\$170.77	\$ 20,492.74	20	6	\$ 170.77	\$ 20,492.74
ENGINEERING MANAGER	40	6	\$ 150.40	\$ 36,096.73	40	6	\$ 150.40	\$ 36,096.73	24	6	\$157.92	\$ 22,740.94	24	6	\$ 157.92	\$ 22,740.94
OPERATIONS AND MAINTENANCE	20	6	\$ 146.65	\$ 17,598.55	20	6	\$ 146.65	\$ 17,598.55	20	6	\$153.99	\$ 18,478.47	20	6	\$ 153.99	\$ 18,478.47
FISHERIES MANAGER	48	6	\$ 120.79	\$ 34,787.49	48	6	\$ 120.79	\$ 34,787.49	32	6	\$126.83	\$ 24,351.24	32	6	\$ 126.83	\$ 24,351.24
FISHERIES SUPERVISOR	16	6	\$ 76.13	\$ 7,308.25	16	6	\$ 76.13	\$ 7,308.25	16	6	\$ 79.93	\$ 7,673.66	16	6	\$ 79.93	\$ 7,673.66
			TOTAL	\$ 123,773.00			TOTAL	\$ 123,773.00			TOTAL	\$ 102,625.40			TOTAL	\$ 102,625.40

Fiscal Year(7/1-6/30 (Except as otherwise Shown)				
2023-2024	2024-2025	2025-2026	2026-2027	TOTAL
\$ 133,626.84	\$ 223,360.70	\$ 247,546.00	\$ 205,250.80	\$809,784.34