

**REGULAR MEETING  
OF  
CACHUMA OPERATION AND MAINTENANCE BOARD**

**3301 Laurel Canyon Road  
Santa Barbara, CA 93105**

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**Monday, September 25, 2017**

**2:00 P.M.**

**AGENDA**

1. **CALL TO ORDER, ROLL CALL**
2. **PUBLIC COMMENT** (*Public may address the Board on any subject matter not on the agenda and within the Board's jurisdiction. See "Notice to the Public" below. Please make your comments from the podium once acknowledged by the President of the Board.*)
3. **INTRODUCTION OF NEW STAFF**
4. **CONSENT AGENDA** (*All items on the Consent Agenda are considered to be routine and will be approved or rejected in a single motion. Any item placed on the Consent Agenda may be removed and placed on the Regular Agenda for discussion and possible action upon the request of any Board Member.*)  
Action: Recommend Approval of Consent Agenda by motion and roll call vote of the Board:
  - a. Minutes August 28, 2017 Regular Board Meeting
  - b. Investment of Funds
    - Financial Reports
    - Investment Reports
  - c. Review of Paid Claims
5. **VERBAL REPORTS FROM BOARD COMMITTEES**  
Receive verbal information regarding the following committee meetings:
  - Operations Committee Meeting – September 21, 2017
6. **RESOLUTION NO. 646 - FISH PASSAGE IMPROVEMENT PROJECT AT QUIOTA CREEK CROSSING 5**  
For discussion and possible action by motion and roll call vote of the Board
  - a. Bid Protest
  - b. Notice of Award
  - c. Execution of Construction Contract with the Lowest Responsive, Responsible Bidder
7. **RESOLUTION NO. 647 - LAKE CACHUMA BATHYMETRIC SURVEY**  
For discussion and possible action by motion and roll call vote of the Board
  - a. Budget Adjustment
  - b. Execution of Professional Services Agreement

**8. GENERAL MANAGER REPORT**

Receive information from the General Manager on topics pertaining to COMB, including but not limited to the following:

- Meetings
- Administration
- Operations Division
- Fisheries Division

**9. OPERATIONS DIVISION REPORT**

Receive information regarding Operations Division, including but not limited to the following:

- Lake Cachuma Operations
- Operation and Maintenance Activities

**10. FISHERIES DIVISION REPORT**

Receive information regarding Fisheries Division, including but not limited to the following:

- LSYR Steelhead Monitoring Elements
- Tributary Project Updates
- Surcharge Water Accounting
- Reporting/Outreach/Training

**11. PROGRESS REPORT ON LAKE CACHUMA OAK TREE PROGRAM**

Receive information regarding the Lake Cachuma Oak Tree Program including but not limited to the following:

- Maintenance and Monitoring

**12. MONTHLY CACHUMA PROJECT REPORTS**

Receive information regarding the Cachuma Project, including but not limited to the following:

- a. Cachuma Water Reports
- b. Cachuma Reservoir Current Conditions
- c. Lake Cachuma Quagga Survey

**13. DIRECTORS' REQUESTS FOR AGENDA ITEMS FOR FUTURE MEETING**

**14. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: EXISTING AND POTENTIAL LITIGATION**

- a. [Government Code Section 54956.9(d)(4)]  
Name of matter: Protest of Member Agency re: Payment of Quarterly Assessments

**15. RECONVENE INTO OPEN SESSION**

[Government Code Section 54957.7]

Disclosure of actions taken in closed session, as applicable

[Government Code Section 54957.1]

- a. Protest of Member Agency re: Payment of Quarterly Assessments

**16. MEETING SCHEDULE**

- **October 23, 2017 at 2:00 P.M., COMB Office**
- **Board Packages Available on COMB Website**  
[www.cachuma-board.org](http://www.cachuma-board.org)

**17. COMB ADJOURNMENT**

**NOTICE TO PUBLIC**

**Posting of Agenda:** This agenda was posted at COMB's offices, located at 3301 Laurel Canyon Road, Santa Barbara, California, 93105 and on COMB's website, in accordance with Government Code Section 54954.2. The agenda contains a brief general description of each item to be considered by the Governing Board. The Board reserves the right to modify the order in which agenda items are heard. Copies of staff reports or other written documents relating to each item of business are on file at the COMB offices and are available for public inspection during normal business hours. A person with a question concerning any of the agenda items may call COMB's General Manager at (805) 687-4011.

**Written materials:** In accordance with Government Code Section 54957.5, written materials relating to an item on this agenda which are distributed to the Governing Board less than 72 hours (for a regular meeting) or 24 hours (for a special meeting) will be made available for public inspection at the COMB offices during normal business hours. The written materials may also be posted on COMB's website subject to staff's ability to post the documents before the scheduled meeting.

**Public Comment:** Any member of the public may address the Board on any subject within the jurisdiction of the Board that is not scheduled for as an agenda item before the Board. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

**Americans with Disabilities Act:** In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Cachuma Operation and Maintenance Board office at (805) 687-4011 at least 48 hours prior to the meeting to enable the Board to make reasonable arrangements.

**Note:** If you challenge in court any of the Board's decisions related to the listed agenda items you may be limited to raising only those issues you or someone else raised at any public hearing described in this notice or in written correspondence to the Governing Board prior to the public hearing.

**MINUTES OF A REGULAR MEETING  
of the  
CACHUMA OPERATION AND MAINTENANCE BOARD  
held at  
3301 Laurel Canyon Road, Santa Barbara, CA  
Monday, August 28, 2017**

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**1. Call to Order, Roll Call**

The meeting was called to order at 2:00 p.m. by President Morgan who chaired the meeting. Those in attendance were:

**Directors Present:**

W. Douglas Morgan, Montecito Water District  
Harwood 'Bendy' White, City of Santa Barbara  
Polly Holcombe, Carpinteria Valley Water District  
Lauren Hanson, Goleta Water District

**Staff Present:**

Janet Gingras, General Manager	Dave Stewart, Operations Division Manager
Edward Lyons, Administrative Manager/CFO	Adriane Passani, Admin Asst. III/Bookkeeper
Tim Robinson, Fisheries Division Manager	Anthony Trembley, General Counsel

**Others Present:**

Philip Walker, Santa Barbara resident	Fray Crease, SB County Water Agency
Bob McDonald, Carpinteria Valley Water District	Nick Turner, Montecito Water District
Joshua Haggmark, County of Santa Barbara	Joel Mulder, ICF
Kevin Cooper, U.S. Forest Service	Jonathan Yonni Schwartz, U.S. Fire Service

**2. Public Comment**

Mr. Walker commented briefly on the construction of the Gibraltar Dam and a similar sequence of weather events that took place in 1920's to the recent event in Oroville. He also commented on the reconstruction of Gibraltar's spillway in 1959, stating that he believed it is in much better shape after reconstruction.

**3. Consent Agenda**

**a. Minutes**

- July 24, 2017 Regular Board Meeting

**b. Investment of Funds**

- Financial Reports
- Investment Reports

**c. Review of Paid Claims**

Ms. Gingras presented the Consent Agenda as provided in the board packet and fielded questions from the Board. Director Holcombe moved to approve the consent agenda as presented, seconded by Director Hanson; the motion passed by 6/0/1 vote:

**Ayes:** White, Holcombe, Hanson, Morgan

**Nayes:**

**Absent/Abstain:** Walsh

**4. U.S. Forest Service Presentation – Whittier Fire**

Ms. Gingras introduced Biologist, Kevin Cooper, and Geologist, Yonni Schwartz, with the Los Padres National Forest, USDA Forest Service. Both specialists are members of the Burned Area Emergency Response (BAER) team, a forest service team that works closely with the U.S. Geological Survey (USGS), assembled to assess the Whittier Fire burned area and review the post fire potential for increased water flows and sedimentation and debris flows. Mr. Cooper and Mr. Schwartz presented to the Board the BAER report and the assessments made from their findings. Following the presentation, Mr. Cooper and Mr. Schwartz fielded questions from the Board as well as from the audience.

**5. Verbal Reports from Board Committees**

- ***Oak Tree Committee Meeting – August 9, 2017:*** Director White summarized the Committee's agenda, noting that the 2016 Annual Report of the Lake Cachuma Oak Tree Restoration Program has been completed, and additional items will be discussed separately on today's agenda.
- ***Fisheries Committee Meeting – August 22, 2017:*** Director Holcombe summarized the Committee's agenda, noting the items will be discussed separately on today's agenda.

**6. Proposed Letter of Support – U.S. Bureau of Reclamation Western Watershed Enhancement Grant Funding Proposal**

Ms. Gingras highlighted the memo and draft letter as included in the board packet, which detailed the Western Watershed Enhancement Program (WWEP) planned efforts, including the letter of support and proposed commitment of funds in the amount of \$30,000 from the Warren Act Trust Fund towards watershed protection within the Cachuma Project, and to mitigate impacts to the watershed caused by the Whittier Fire. Ms. Gingras fielded questions from the Board. Director White moved to approve the authorization for up to and including the financial commitment of \$30,000, seconded by Director Holcombe, the motion passed by 6/0/1 vote as follows:

**Ayes:** Holcombe, Hanson, Morgan, White

**Nayes:**

**Absent/Abstain:** Walsh

**7. Proposed Responses to Santa Barbara County Grand Jury Report Titled: *Managing Regional Water Supplies***

Ms. Gingras presented the item as incorporated in the board packet, highlighting the responses to the referenced Civil Grand Jury Report, listed in Exhibit 3. Director Morgan requested COMB Staff perform further research for recommendation 7b. Director Hanson commented that she felt the responses listed were very well-measured given the nature of the recommendations. Director

Holcombe moved to approve the proposed letter and responses to the Grand Jury. Seconded by Director Hanson, the motion carried 6/0/1 as follows:

**Ayes:** Holcombe, Hanson, Morgan, White

**Nayes:**

**Absent/Abstain:** Walsh

**8. Proposed Change to Procurement Policy**

Ms. Gingras presented the proposed change to the Procurement Policy, as incorporated in the board packet. Mr. Lyons further explained to the Board the reason behind the proposed change to the standard purchase order policy, stating the change is consistent with other parts of the COMB policy. Director Holcombe moved to approve the change to the Procurement Policy. Seconded by Director Hanson, the motion passed by 6/0/1 vote as follows:

**Ayes:** Holcombe, Hanson, Morgan, White

**Nayes:**

**Absent/Abstain:** Walsh

**9. Resolution No. 644 – Approving Issuance of a Notice of Award and Authorizing Contract Execution for the Construction of the Lateral 3A Repair Project**

Ms. Gingras presented Resolution No. 644 and highlighted the two responsive contractor bids received, which are included in the board packet. Ms. Gingras commented on the request for carryover of unexpended funds previously committed to the project from fiscal year 2016-17. Director Hanson requested a revision to the Resolution to remove the section that reads the project was reviewed by COMB's Operations Committee. Director Holcombe moved to adopt the Resolution No. 644 as modified. Seconded by Director Hanson, the motion passed by 6/0/1 vote as follows:

**Ayes:** Holcombe, Hanson, Morgan, White

**Nayes:**

**Absent/Abstain:** Walsh

**10. Resolution No. 645 – Approving Expenditures and Authorizing Contract Execution for the Construction of the North Portal Slope Stabilization Project**

Ms. Gingras presented Resolution No. 645 as presented in the board packet, highlighting an increase in the projected construction amount previously approved by the Board stemming from an environmental compliance review conducted by Reclamation. Ms. Gingras also highlighted the request for carryover of unexpended funds from fiscal year 2016-17. Director Holcombe moved to adopt Resolution No. 645, seconded by Director White; the motion passed by 6/0/1 vote as follows:

**Ayes:** Holcombe, Hanson, Morgan, White

**Nayes:**

**Absent/Abstain:** Walsh

**11. Habitat Improvement Projects – Quiota Creek Crossing Five**

Mr. Robinson introduced the item as presented in the board packet with the recommendation to approve payment of the Santa Barbara County Encroachment Permit fees in addition to the execution of a purchase order for the prefabricated bottomless arched culvert for Crossing 5. Mr. Robinson fielded questions from the Board. Director Holcombe requested an explanation to differentiate between the design costs and operating expenses, or independent review costs. Mr. Robinson responded the independent review costs consist of the Caltrans drawings and calculations which are separate from the design. Director Holcombe moved to approve the motion, seconded by Director Hanson, the motion passed by 6/0/1 vote as follows:

**Ayes:** Holcombe, Hanson, Morgan, White

**Nayes:**

**Absent/Abstain:** Walsh

**12. General Manager Report**

- Meetings
- Administration
- Operations Division Activities
- Fisheries Division Activities

Ms. Gingras presented topics within her report and highlighted her attendance at the BAER meeting, which was discussed earlier in today's agenda, and the Member Agency Manager meeting hosted by the County to primarily discuss the Master Contract Renewal. Ms. Gingras also commented on the start of downstream releases by Reclamation estimated to last through the next three months. She also advised the Board of the submittal to three different consulting firms for proposals for the Lake Cachuma Bathymetric Survey. Ms. Gingras offered to field questions from the Board.

**13. Operations Division Report**

- Lake Cachuma Operations
- Operation and Maintenance Activities

Mr. Stewart summarized his report as presented in the board packet, highlighted two new projects listed within the report that fall within the South Coast Conduit's right of way. Mr. Stewart offered to field any questions from the Board.

**14. Fisheries Division Report**

- LSYR Steelhead Monitoring Elements
- Tributary Project Updates
- Surcharge Water Accounting
- Reporting/Outreach/Training

Mr. Robinson provided highlights from his report as presented in the Board Packet, which included an update on the deliveries to Hilton Creek and the completion of the Stilling Basin dewatering effort. Director Hanson requested additional information as to the collaborative efforts between Reclamation and the National Marine Fisheries Service (NMFS) with the

dewatering project. Mr. Robinson responded that both agencies were on site for a portion of time and both agencies were very pleased with the results.

**15. Progress Report on Lake Cachuma Oak Tree Program**

- Maintenance and Monitoring

Mr. Robinson updated the Board on the progress of the Oak Tree Program, as presented in the board packet and fielded questions from the Board.

**16. Monthly Cachuma Project Reports**

- a. Cachuma Water Reports
- b. Cachuma Reservoir Current Conditions
- c. Lake Cachuma Quagga Survey

Ms. Gingras reviewed the monthly water reports as included in the Board packet, and requested to field any questions from the Board.

**17. Directors' Request for Agenda Items for Future Meeting**

- Special Board Meeting was requested

**18. [CLOSED SESSION]: Conference with Legal Counsel: Existing and Potential Litigation**

The Board went into closed session at 4:27 p.m.

- a. [Government Code Section 54956.9(d)(4)]  
Name of matter: Protest of Member Agency re: Payment of Quarterly Assessments

**19. RECONVENE INTO OPEN SESSION**

[Government Code Section 54957.7]  
Disclosure of actions taken in closed session, as applicable  
[Government Code Section 54957.1]

The Board came out of closed session at 4:46 p.m.

Item 18: There were no reportable actions.

**20. Meeting Schedule**

- **September 25, 2017 at 2:00 P.M., COMB Office**
- **Board Packages Available on COMB Website**  
[www.cachuma-board.org](http://www.cachuma-board.org)



21. **COMB Adjournment**

There being no further business, the meeting adjourned at 4:48 p.m.

Respectfully submitted,

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Janet Gingras, Secretary of the Board

**APPROVED:**

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Doug Morgan, President of the Board

	<i>Approved</i>
✓	<i>Unapproved</i>

**COMB**  
**Statement of Net Assets**

As of August 31, 2017  
UNAUDITED FINANCIALS

**ASSETS**

**Current Assets**

**Checking/Savings**

**TRUST FUNDS**

1210 · WARREN ACT TRUST FUND 937,149.52

1220 · RENEWAL FUND 10,215.61

**Total TRUST FUNDS** 947,365.13

1050 · GENERAL FUND 3,272,969.49

1100 · REVOLVING FUND 58,662.17

**Total Checking/Savings** 4,278,996.79

**Accounts Receivable**

1320 · Qrtly Assessments Receivable 21,246.00

**Total Accounts Receivable** 21,246.00

**Other Current Assets**

1010 · PETTY CASH 500.00

1200 · LAIF 819,065.23

1303 · Bradbury SOD Act Assmnts Rec 184,938.00

1304 · Lauro Dam SOD Assesmnt Rec 25,930.00

1400 · PREPAID INSURANCE 27,269.72

**Total Other Current Assets** 1,057,702.95

**Total Current Assets** 5,357,945.74

**Fixed Assets**

1500 · VEHICLES 436,876.93

1505 · OFFICE FURN & EQUIPMENT 440,652.20

1510 · MOBILE OFFICES 97,803.34

1515 · FIELD EQUIPMENT 559,852.38

1525 · PAVING 38,351.00

1550 · ACCUMULATED DEPRECIATION -1,367,626.55

**Total Fixed Assets** 205,909.30

**Other Assets**

1910 · LT Bradbury SOD Act Assess Rec 5,065,821.07

1920 · LT Lauro SOD Act Assess Rec 914,412.00

1922 · Deferred Outflows of Resources (GASB 68) 148,586.00

**Total Other Assets** 6,128,819.07

**TOTAL ASSETS** 11,692,674.11

**COMB**  
**Statement of Net Assets**

As of August 31, 2017  
UNAUDITED FINANCIALS

**LIABILITIES & NET ASSETS**

**Liabilities**

**Current Liabilities**

**Accounts Payable**

2200 · ACCOUNTS PAYABLE

384,731.59

**Total Accounts Payable**

384,731.59

**Other Current Liabilities**

2505 · ACCRUED WAGES

37,117.79

2550 · VACATION/SICK

159,283.55

2561 · BRADBURY DAM SOD ACT

184,948.66

2563 · LAURO DAM SOD ACT

25,930.00

2565 · ACCRUED INTEREST SOD ACT

87,008.00

2567 · Loan Payable current EPFP

442,932.00

2590 · DEFERRED REVENUE

947,365.13

**Total Other Current Liabilities**

1,884,585.13

**Total Current Liabilities**

2,269,316.72

**Long Term Liabilities**

2602 · LT SOD Act Liability-Bradbury

5,065,811.07

2603 · LT SOD Act Liability - Lauro

914,412.00

2604 · OPEB LT Liability

907,923.00

2605 · Loan Payable - EPFP

1,233,212.80

2610 · Net Pension Liability (GASB 68)

1,160,030.00

2611 · Deferred Inflows of Resources (GASB 68)

224,052.00

**Total Long Term Liabilities**

9,505,440.87

**Total Liabilities**

11,774,757.59

**NET POSITION**

3000 · Opening Bal Equity

-1,357,356.05

3901 · Retained Net Assets

892,614.80

Net Income

382,657.77

**Total Net Assets**

-82,083.48

**TOTAL LIABILITIES & NET POSITION**

11,692,674.11

Cachuma Operation & Maintenance Board  
Statement of Revenues and Expenditures  
Budget vs. Actuals July 2017 - Jun 2018

	Fisheries				Operations				TOTAL			
	Jul - Aug 17	Budget	\$ Over Budget	% of Budget	Jul - Aug 17	Budget	\$ Over Budget	% of Budget	Jul - Aug 17	Budget	\$ Over Budget	% of Budget
<b>Income</b>												
<b>3000 REVENUE</b>												
3001 · O&M Budget (Qtrly Assessments)	197,873.00	821,492.00	-623,619.00	24.09%	708,297.00	2,893,190.00	-2,184,893.00	24.48%	906,170.00	3,714,682.00	-2,808,512.00	24.39%
3006 · Warren Act	0.00	620,361.00	-620,361.00	0.0%	0.00				0.00	620,361.00	-620,361.00	0.0%
3010 · Interest Income	0.00				1,841.94				1,841.94	0.00	1,841.94	100.0%
3020 · Misc Income	2,194.74				232.53				2,427.27	0.00	2,427.27	100.0%
3035 · Cachuma Project Betterment Fund	0.00	90,000.00	-90,000.00	0.0%	0.00				0.00	90,000.00	-90,000.00	0.0%
3037 · Grant-QC Crossing #5	0.00	893,287.00	-893,287.00	0.0%	0.00				0.00	893,287.00	-893,287.00	0.0%
<b>Total 3000 REVENUE</b>	<b>200,067.74</b>	<b>2,425,140.00</b>	<b>-2,225,072.26</b>	<b>8.25%</b>	<b>710,371.47</b>	<b>2,893,190.00</b>	<b>-2,182,818.53</b>	<b>24.55%</b>	<b>910,439.21</b>	<b>5,318,330.00</b>	<b>-4,407,890.79</b>	<b>17.12%</b>
<b>Total Income</b>	<b>200,067.74</b>	<b>2,425,140.00</b>	<b>-2,225,072.26</b>	<b>8.25%</b>	<b>710,371.47</b>	<b>2,893,190.00</b>	<b>-2,182,818.53</b>	<b>24.55%</b>	<b>910,439.21</b>	<b>5,318,330.00</b>	<b>-4,407,890.79</b>	<b>17.12%</b>
<b>Gross Profit</b>	<b>200,067.74</b>	<b>2,425,140.00</b>	<b>-2,225,072.26</b>	<b>8.25%</b>	<b>710,371.47</b>	<b>2,893,190.00</b>	<b>-2,182,818.53</b>	<b>24.55%</b>	<b>910,439.21</b>	<b>5,318,330.00</b>	<b>-4,407,890.79</b>	<b>17.12%</b>
<b>Expense</b>												
3100 · LABOR - OPERATIONS	0.00				89,162.42	789,107.00	-699,944.58	11.3%	89,162.42	789,107.00	-699,944.58	11.3%
3200 VEH & EQUIPMENT												
3201 · Vehicle/Equip Mtce	0.00				10,347.50	30,000.00	-19,652.50	34.49%	10,347.50	30,000.00	-19,652.50	34.49%
3202 · Fixed Capital	0.00				0.00	15,000.00	-15,000.00	0.0%	0.00	15,000.00	-15,000.00	0.0%
3203 · Equipment Rental	0.00				77.80	5,000.00	-4,922.20	1.56%	77.80	5,000.00	-4,922.20	1.56%
3204 · Miscellaneous	0.00				2,595.15	5,000.00	-2,404.85	51.9%	2,595.15	5,000.00	-2,404.85	51.9%
<b>Total 3200 VEH &amp; EQUIPMENT</b>	<b>0.00</b>				<b>13,020.45</b>	<b>55,000.00</b>	<b>-41,979.55</b>	<b>23.67%</b>	<b>13,020.45</b>	<b>55,000.00</b>	<b>-41,979.55</b>	<b>23.67%</b>
3300 · CONTRACT LABOR												
3301 · Conduit, Meter, Valve & Misc	0.00				2,006.64	20,000.00	-17,993.36	10.03%	2,006.64	20,000.00	-17,993.36	10.03%
3302 · Buildings & Roads	0.00				340.20	20,000.00	-19,659.80	1.7%	340.20	20,000.00	-19,659.80	1.7%
3303 · Reservoirs	0.00				0.00	30,000.00	-30,000.00	0.0%	0.00	30,000.00	-30,000.00	0.0%
3304 · Engineering, Misc Services	0.00				0.00	25,000.00	-25,000.00	0.0%	0.00	25,000.00	-25,000.00	0.0%
<b>Total 3300 · CONTRACT LABOR</b>	<b>0.00</b>				<b>2,346.84</b>	<b>95,000.00</b>	<b>-92,653.16</b>	<b>2.47%</b>	<b>2,346.84</b>	<b>95,000.00</b>	<b>-92,653.16</b>	<b>2.47%</b>
3400 · MATERIALS & SUPPLIES												
3401 · Conduit, Meter, Valve & Misc	0.00				509.62	65,000.00	-64,490.38	0.78%	509.62	65,000.00	-64,490.38	0.78%
3402 · Buildings & Roads	0.00				201.12	8,000.00	-7,798.88	2.51%	201.12	8,000.00	-7,798.88	2.51%
3403 · Reservoirs	0.00				0.00	5,000.00	-5,000.00	0.0%	0.00	5,000.00	-5,000.00	0.0%
<b>Total 3400 · MATERIALS &amp; SUPPLIES</b>	<b>0.00</b>				<b>710.74</b>	<b>78,000.00</b>	<b>-77,289.26</b>	<b>0.91%</b>	<b>710.74</b>	<b>78,000.00</b>	<b>-77,289.26</b>	<b>0.91%</b>
3500 · OTHER EXPENSES												
3501 · Utilities	0.00				1,041.63	7,000.00	-5,958.37	14.88%	1,041.63	7,000.00	-5,958.37	14.88%
3502 · Uniforms	0.00				0.00	5,000.00	-5,000.00	0.0%	0.00	5,000.00	-5,000.00	0.0%
3503 · Communications	0.00				3,301.47	18,000.00	-14,698.53	18.34%	3,301.47	18,000.00	-14,698.53	18.34%
3504 · USA & Other Services	0.00				391.75	4,000.00	-3,608.25	9.79%	391.75	4,000.00	-3,608.25	9.79%
3505 · Miscellaneous	0.00				924.52	8,000.00	-7,075.48	11.56%	924.52	8,000.00	-7,075.48	11.56%
3506 · Training	0.00				0.00	3,000.00	-3,000.00	0.0%	0.00	3,000.00	-3,000.00	0.0%
<b>Total 3500 · OTHER EXPENSES</b>	<b>0.00</b>				<b>5,659.37</b>	<b>45,000.00</b>	<b>-39,340.63</b>	<b>12.58%</b>	<b>5,659.37</b>	<b>45,000.00</b>	<b>-39,340.63</b>	<b>12.58%</b>
4100 · LABOR - FISHERIES	115,383.72	683,374.00	-567,990.28	16.88%	0.00				115,383.72	683,374.00	-567,990.28	16.88%
4200 · VEHICLES & EQUIP - FISHERIES												
4270 · Vehicle/Equip Mtce	4,569.01	15,000.00	-10,430.99	30.46%	0.00				4,569.01	15,000.00	-10,430.99	30.46%
4280 · Fixed Capital	0.00	15,000.00	-15,000.00	0.0%	0.00				0.00	15,000.00	-15,000.00	0.0%
4290 · Miscellaneous	2,630.82	2,500.00	130.82	105.23%	0.00				2,630.82	2,500.00	130.82	105.23%
<b>Total 4200 · VEHICLES &amp; EQUIP - FISHERIES</b>	<b>7,199.83</b>	<b>32,500.00</b>	<b>-25,300.17</b>	<b>22.15%</b>	<b>0.00</b>				<b>7,199.83</b>	<b>32,500.00</b>	<b>-25,300.17</b>	<b>22.15%</b>
4220 · CONTRACT LABOR - FISHERIES												
4222 · Fish Projects Maintenance	0.00	25,000.00	-25,000.00	0.0%	0.00				0.00	25,000.00	-25,000.00	0.0%
4220 · CONTRACT LABOR - FISHERIES - Othe	0.00	3,000.00	-3,000.00	0.0%	0.00				0.00	3,000.00	-3,000.00	0.0%
<b>Total 4220 · CONTRACT LABOR - FISHERIES</b>	<b>0.00</b>	<b>28,000.00</b>	<b>-28,000.00</b>	<b>0.0%</b>	<b>0.00</b>				<b>0.00</b>	<b>28,000.00</b>	<b>-28,000.00</b>	<b>0.0%</b>
4300 · MATERIALS/SUPPLIES - FISHERIES												
4390 · Miscellaneous	864.12	7,000.00	-6,135.88	12.35%	0.00				864.12	7,000.00	-6,135.88	12.35%
<b>Total 4300 · MATERIALS/SUPPLIES - FISHERIES</b>	<b>864.12</b>	<b>7,000.00</b>	<b>-6,135.88</b>	<b>12.35%</b>	<b>0.00</b>				<b>864.12</b>	<b>7,000.00</b>	<b>-6,135.88</b>	<b>12.35%</b>
4500 · OTHER EXPENSES - FISHERIES												

**Cachuma Operation & Maintenance Board**  
**Statement of Revenues and Expenditures**  
 Budget vs. Actuals July 2017 - Jun 2018

	Fisheries				Operations				TOTAL			
	Jul - Aug 17	Budget	\$ Over Budget	% of Budget	Jul - Aug 17	Budget	\$ Over Budget	% of Budget	Jul - Aug 17	Budget	\$ Over Budget	% of Budget
4502 · Uniforms	1,017.80	2,500.00	-1,482.20	40.71%	0.00				1,017.80	2,500.00	-1,482.20	40.71%
<b>Total 4500 · OTHER EXPENSES - FISHERIES</b>	<b>1,017.80</b>	<b>2,500.00</b>	<b>-1,482.20</b>	<b>40.71%</b>	<b>0.00</b>				<b>1,017.80</b>	<b>2,500.00</b>	<b>-1,482.20</b>	<b>40.71%</b>
<b>4999 · GENERAL &amp; ADMINISTRATIVE</b>												
5000 · Director Fees												
Total 5000 · Director Fees	0.00				532.50	13,000.00	-12,467.50	4.1%	532.50	13,000.00	-12,467.50	4.1%
5100 · Legal	0.00				4,984.10	75,000.00	-70,015.90	6.65%	4,984.10	75,000.00	-70,015.90	6.65%
5101-1 · Audit	0.00				700.00	21,625.00	-20,925.00	3.24%	700.00	21,625.00	-20,925.00	3.24%
5150 · Unemployment Tax	0.00				0.00	5,000.00	-5,000.00	0.0%	0.00	5,000.00	-5,000.00	0.0%
5200 · Liability Insurance	0.00				0.00	50,551.00	-50,551.00	0.0%	0.00	50,551.00	-50,551.00	0.0%
5310 · Postage/Office Exp	0.00				571.95	5,000.00	-4,428.05	11.44%	571.95	5,000.00	-4,428.05	11.44%
5311 · Office Equip/Leases	0.00				1,248.09	9,200.00	-7,951.91	13.57%	1,248.09	9,200.00	-7,951.91	13.57%
5312 · Misc Admin Expenses	0.00				1,708.86	8,600.00	-6,891.14	19.87%	1,708.86	8,600.00	-6,891.14	19.87%
5313 · Communications	0.00				1,461.45	8,500.00	-7,038.55	17.19%	1,461.45	8,500.00	-7,038.55	17.19%
5314 · Utilities	0.00				1,857.05	9,737.00	-7,879.95	19.07%	1,857.05	9,737.00	-7,879.95	19.07%
5315 · Membership Dues	0.00				129.35	8,500.00	-8,370.65	1.52%	129.35	8,500.00	-8,370.65	1.52%
5316 · Admin Fixed Assets	0.00				0.00	3,000.00	-3,000.00	0.0%	0.00	3,000.00	-3,000.00	0.0%
5318 · Computer Consultant	0.00				1,227.31	15,000.00	-13,772.69	8.18%	1,227.31	15,000.00	-13,772.69	8.18%
5325 · Emp Training/Subscriptions	0.00				1,094.60	2,000.00	-905.40	54.73%	1,094.60	2,000.00	-905.40	54.73%
5330 · Admin Travel/Conferences	0.00				0.00	2,000.00	-2,000.00	0.0%	0.00	2,000.00	-2,000.00	0.0%
5331 · Public Information	0.00				373.62	1,000.00	-626.38	37.36%	373.62	1,000.00	-626.38	37.36%
<b>Total 4999 · GENERAL &amp; ADMINISTRATIVE</b>	<b>0.00</b>				<b>15,888.88</b>	<b>237,713.00</b>	<b>-221,824.12</b>	<b>6.68%</b>	<b>15,888.88</b>	<b>237,713.00</b>	<b>-221,824.12</b>	<b>6.68%</b>
<b>5299 · ADMIN LABOR</b>	<b>0.00</b>				<b>94,322.33</b>	<b>568,370.00</b>	<b>-474,047.67</b>	<b>16.6%</b>	<b>94,322.33</b>	<b>568,370.00</b>	<b>-474,047.67</b>	<b>16.6%</b>
<b>5400 · GENERAL &amp; ADMIN - FISHERIES</b>												
5407 · Legal - FD	604.90	20,000.00	-19,395.10	3.03%	0.00				604.90	20,000.00	-19,395.10	3.03%
5410 · Postage / Office Supplies	307.98	4,000.00	-3,692.02	7.7%	0.00				307.98	4,000.00	-3,692.02	7.7%
5411 · Office Equipment / Leases	672.06	5,218.00	-4,545.94	12.88%	0.00				672.06	5,218.00	-4,545.94	12.88%
5412 · Misc. Admin Expense	1,329.12	5,610.00	-4,280.88	23.69%	0.00				1,329.12	5,610.00	-4,280.88	23.69%
5413 · Communications	1,037.88	4,305.00	-3,267.12	24.11%	0.00				1,037.88	4,305.00	-3,267.12	24.11%
5414 · Utilities	999.95	5,243.00	-4,243.05	19.07%	0.00				999.95	5,243.00	-4,243.05	19.07%
5415 · Membership Dues	69.65	5,500.00	-5,430.35	1.27%	0.00				69.65	5,500.00	-5,430.35	1.27%
5416 · Admin Fixed Assets	0.00	3,000.00	-3,000.00	0.0%	0.00				0.00	3,000.00	-3,000.00	0.0%
5418 · Computer Consultant	660.85	5,000.00	-4,339.15	13.22%	0.00				660.85	5,000.00	-4,339.15	13.22%
5425 · Employee Education/Subscription	589.40	2,500.00	-1,910.60	23.58%	0.00				589.40	2,500.00	-1,910.60	23.58%
5426 · Director Fees	286.73	7,000.00	-6,713.27	4.1%	0.00				286.73	7,000.00	-6,713.27	4.1%
5430 · Travel	0.00	2,500.00	-2,500.00	0.0%	0.00				0.00	2,500.00	-2,500.00	0.0%
5431 · Public Information	201.18	1,500.00	-1,298.82	13.41%	0.00				201.18	1,500.00	-1,298.82	13.41%
5441 · Audt	0.00	7,175.00	-7,175.00	0.0%	0.00				0.00	7,175.00	-7,175.00	0.0%
5443 · Liab & Property Ins	0.00	24,745.00	-24,745.00	0.0%	0.00				0.00	24,745.00	-24,745.00	0.0%
<b>Total 5400 · GENERAL &amp; ADMIN - FISHERIES</b>	<b>6,759.70</b>	<b>103,296.00</b>	<b>-96,536.30</b>	<b>6.54%</b>	<b>0.00</b>				<b>6,759.70</b>	<b>103,296.00</b>	<b>-96,536.30</b>	<b>6.54%</b>
<b>5499 · ADMIN LABOR-FISHERIES</b>	<b>30,990.59</b>	<b>225,470.00</b>	<b>-194,479.41</b>	<b>13.75%</b>	<b>0.00</b>				<b>30,990.59</b>	<b>225,470.00</b>	<b>-194,479.41</b>	<b>13.75%</b>
5510 · Integrated Reg. Water Mgt Plan	0.00				0.00	5,000.00	-5,000.00	0.0%	0.00	5,000.00	-5,000.00	0.0%
<b>6000 · SPECIAL PROJECTS</b>												
6062 · SCADA	0.00				76.02	20,000.00	-19,923.98	0.38%	76.02	20,000.00	-19,923.98	0.38%
6090 · COMB Office Building	0.00				0.00	20,000.00	-20,000.00	0.0%	0.00	20,000.00	-20,000.00	0.0%
6096 · SCC Structure Rehabilitation	0.00				0.00	225,000.00	-225,000.00	0.0%	0.00	225,000.00	-225,000.00	0.0%
6097 · GIS and Mapping	0.00				1,800.00	10,000.00	-8,200.00	18.0%	1,800.00	10,000.00	-8,200.00	18.0%
6105 · ROW Management Program	0.00				0.00	20,000.00	-20,000.00	0.0%	0.00	20,000.00	-20,000.00	0.0%
6118 · Repair Lateral 3 Structure	0.00				3,041.49	100,000.00	-96,958.51	3.04%	3,041.49	100,000.00	-96,958.51	3.04%
6120 · Emergency Pumping Fac Project	0.00				14,000.00	223,000.00	-209,000.00	6.28%	14,000.00	223,000.00	-209,000.00	6.28%
6120-2 · EPFP UF FY 2016-17	0.00				0.00	-223,000.00	223,000.00	0.0%	0.00	-223,000.00	223,000.00	0.0%
6122 · Rehab San Antonio Crk Blow-off	0.00				0.00	35,000.00	-35,000.00	0.0%	0.00	35,000.00	-35,000.00	0.0%
6130 · NP Slope Stabilization	0.00				0.00	30,000.00	-30,000.00	0.0%	0.00	30,000.00	-30,000.00	0.0%
6132 · Sycamore Canyon Slope Stabiliz	0.00				825.00	300,000.00	-299,175.00	0.28%	825.00	300,000.00	-299,175.00	0.28%

**Cachuma Operation & Maintenance Board**  
**Statement of Revenues and Expenditures**  
 Budget vs. Actuals July 2017 - Jun 2018

	Fisheries				Operations				TOTAL			
	Jul - Aug 17	Budget	\$ Over Budget	% of Budget	Jul - Aug 17	Budget	\$ Over Budget	% of Budget	Jul - Aug 17	Budget	\$ Over Budget	% of Budget
6133 · Meter Replacement Project	0.00				0.00	100,000.00	-100,000.00	0.0%	0.00	100,000.00	-100,000.00	0.0%
6134 · N.P. IT/Control Bldg Seismic	0.00				0.00	100,000.00	-100,000.00	0.0%	0.00	100,000.00	-100,000.00	0.0%
6135 · SCC San Jose Creek Pipe Stabili	0.00				0.00	60,000.00	-60,000.00	0.0%	0.00	60,000.00	-60,000.00	0.0%
<b>Total 6000 · SPECIAL PROJECTS</b>	<b>0.00</b>				<b>19,742.51</b>	<b>1,020,000.00</b>	<b>-1,000,257.49</b>	<b>1.94%</b>	<b>19,742.51</b>	<b>1,020,000.00</b>	<b>-1,000,257.49</b>	<b>1.94%</b>
<b>6200 · FISHERIES ACTIVITIES</b>												
6201 · FMP Implementation	35,972.42	60,000.00	-24,027.58	59.95%	0.00				35,972.42	60,000.00	-24,027.58	59.95%
6202 · GIS and Mapping	2,142.06	10,000.00	-7,857.94	21.42%	0.00				2,142.06	10,000.00	-7,857.94	21.42%
6203 · Grants Technical Support	0.00	10,000.00	-10,000.00	0.0%	0.00				0.00	10,000.00	-10,000.00	0.0%
6204 · SYR Hydrology Technical Support	0.00	8,000.00	-8,000.00	0.0%	0.00				0.00	8,000.00	-8,000.00	0.0%
6205 · USGS Stream Gauge Program	26,412.50	100,000.00	-73,587.50	26.41%	0.00				26,412.50	100,000.00	-73,587.50	26.41%
6206 · Tri County Fish Team Funding	0.00	5,000.00	-5,000.00	0.0%	0.00				0.00	5,000.00	-5,000.00	0.0%
6207 · Oak Tree Restoration Program	1,974.53	40,000.00	-38,025.47	4.94%	0.00				1,974.53	40,000.00	-38,025.47	4.94%
<b>Total 6200 · FISHERIES ACTIVITIES</b>	<b>66,501.51</b>	<b>233,000.00</b>	<b>-166,498.49</b>	<b>28.54%</b>	<b>0.00</b>				<b>66,501.51</b>	<b>233,000.00</b>	<b>-166,498.49</b>	<b>28.54%</b>
<b>6300 · HABITAT ENHANCEMENT</b>												
6318 · Quiota Creek Crossing 9	1,922.70	30,000.00	-28,077.30	6.41%	0.00				1,922.70	30,000.00	-28,077.30	6.41%
6319 · Mission Creek at Hwy 192	0.00	30,000.00	-30,000.00	0.0%	0.00				0.00	30,000.00	-30,000.00	0.0%
6303 · Tributary Projects Support	0.00	20,000.00	-20,000.00	0.0%	0.00				0.00	20,000.00	-20,000.00	0.0%
6315 · Quiota Creek Crossing 8	0.00	60,000.00	-60,000.00	0.0%	0.00				0.00	60,000.00	-60,000.00	0.0%
6316 · Quiota Creek Crossing 5	45,324.68	960,000.00	-914,675.32	4.72%	0.00				45,324.68	960,000.00	-914,675.32	4.72%
6317 · Salsipuedes Fish Ladder Repair	0.00	10,000.00	-10,000.00	0.0%	0.00				0.00	10,000.00	-10,000.00	0.0%
<b>Total 6300 · HABITAT ENHANCEMENT</b>	<b>47,247.38</b>	<b>1,110,000.00</b>	<b>-1,062,752.62</b>	<b>4.26%</b>	<b>0.00</b>				<b>47,247.38</b>	<b>1,110,000.00</b>	<b>-1,062,752.62</b>	<b>4.26%</b>
<b>7007 · INTEREST EXPENSE-EPFP</b>	<b>0.00</b>				<b>10,963.29</b>				<b>10,963.29</b>	<b>0.00</b>	<b>10,963.29</b>	<b>100.0%</b>
<b>Total Expense</b>	<b>275,964.69</b>	<b>2,425,140.00</b>	<b>-2,149,175.31</b>	<b>11.38%</b>	<b>251,816.75</b>	<b>2,893,190.00</b>	<b>-2,641,373.25</b>	<b>8.7%</b>	<b>527,781.44</b>	<b>5,318,330.00</b>	<b>-4,790,548.56</b>	<b>9.92%</b>
<b>Net Income</b>	<b>-75,896.95</b>	<b>0.00</b>	<b>-75,896.95</b>	<b>100.0%</b>	<b>458,554.72</b>	<b>0.00</b>	<b>458,554.72</b>	<b>100.0%</b>	<b>382,657.77</b>	<b>0.00</b>	<b>382,657.77</b>	<b>100.0%</b>

# AMERICAN RIVIERA BANK

P.O. Box 329, Santa Barbara, California 93102  
805-965-5942 www.americanrivierabank.com

PAGE 1

CACHUMA OPERATION AND MAINTENANCE BOARD  
RENEWAL ACCOUNT  
3301 LAUREL CANYON RD  
SANTA BARBARA CA 93105-2017

RECEIVED

SEP 08 2017

CACHUMA O & M BOARD

ACCOUNT ANALYSIS CHECKING

ACCOUNT NO  
STATEMENT DATE 08/31/2017  
LAST STATEMENT DATE 07/31/2017

0	STATEMENT PERIOD		
PREVIOUS BALANCE	✓ 10,215.61	# OF DAYS-STMT PERIOD	31
0 DEPOSITS/CREDITS	0.00		
0 CHECKS/WITHDRAWALS	0.00	AVERAGE BALANCE	10,215.61
ENDING BALANCE	✓ 10,215.61	YTD INTEREST	0.00
TOTAL SRV CHG TODAY	0.00		

**MEMO TO:** Board of Directors  
Cachuma Operation & Maintenance Board

**FROM:** Janet Gingras, Secretary

**SUBJECT:** COMB INVESTMENT POLICY

The above statement of investment activity for the month of August, 2017, complies with legal requirements for investment policy of government agencies, AB 1073. I hereby certify that it constitutes a complete and accurate summary of all American Riviera Bank investments of this agency for the period indicated.

  
Secretary

# AMERICAN RIVIERA BANK

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CACHUMA OPERATION AND MAINTENANCE BOARD  
WARREN ACCT TRUST FUND  
3301 LAUREL CANYON RD  
SANTA BARBARA CA 93105-2017

CACHUMA O & M BOARD

ACCOUNT ANALYSIS CHECKING

ACCOUNT NO  
STATEMENT DATE 08/31/2017  
LAST STATEMENT DATE 07/31/2017

0	STATEMENT PERIOD		
PREVIOUS BALANCE	✓ 937,149.52	# OF DAYS-STMT PERIOD	31
0 DEPOSITS/CREDITS	0.00	AVERAGE BALANCE	937,149.52 ✓
0 CHECKS/WITHDRAWALS	0.00	YTD INTEREST	0.00
ENDING BALANCE	✓ 937,149.52		
TOTAL SRV CHG TODAY	0.00		

**MEMO TO:** Board of Directors  
Cachuma Operation & Maintenance Board

**FROM:** Janet Gingras, Secretary

**SUBJECT:** COMB INVESTMENT POLICY

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Secretary



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
September 20,  
2017

CACHUMA OPERATION AND MAINTENANCE BOARD

GENERAL MANAGER  
3301 LAUREL CANYON ROAD  
SANTA BARBARA, CA 93105-2017

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

August 2017 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	819,065.23
Total Withdrawal:	0.00	Ending Balance:	819,065.23



**MEMO TO:** Board of Directors  
Cachuma Operation & Maintenance Board

**FROM:** Janet Gingras, Secretary

**SUBJECT: COMB INVESTMENT POLICY**

The above statement of investment activity for the month of August, 2017, complies with legal requirements for investment policy of government agencies, AB 1073. I hereby certify that it constitutes a complete and accurate summary of all American Riviera Bank investments of this agency for the period indicated.

  
Secretary

## Cachuma Operation &amp; Maintenance Board

## Paid Claims

As of August 31, 2017

Date	Num	Name	Memo	Amount
<b>1050 - GENERAL FUND</b>				
08/02/2017	25513	County of S.B.-P.W. Trans	Quiota Crk Xng #5 Permit #D0190092-partial pymt	-10,000.00
08/02/2017	25514	Select Staffing	Admin Assistant/Board Secretary	-1,231.13
08/08/2017	25515	Association of Ca Water Agencies/JPIA	July Health Benefits coverage	-31,651.03
08/08/2017	25516	C. Philip Brittain	Reconnect PG&E to electric service-NP (Ops Div)	-140.00
08/08/2017	25517	City of Santa-Barbara	Trash/Recycle-Jul 2017	-218.67
08/08/2017	25518	Culligan of Sylmar	Monthly RO system-Jul	-26.95
08/08/2017	25519	ECHO Communications	Monthly answering service	-66.30
08/08/2017	25520	Frontier Communications	Telephonic - Main office/outlying stations	-595.38
08/08/2017	25521	Graybar Electric Company, Inc.	Misc. Supply-Extension cord-Goleta West	-73.25
08/08/2017	25522	MarBorg Industries	Portable Toilets-outlying stations	-241.40
08/08/2017	25523	Nestle Pure Life Direct	Jul-3 gal disp. (PPE criteria)	-49.82
08/08/2017	25524	Orchard Business/SYNCB	Toilet/Parts/Supplies/Bulbs	-78.63
08/08/2017	25525	Paychex, Inc. (Payroll)	7/14 and 7/28/17 payrolls/taxes/deliveries	-362.83
08/08/2017	25526	Quinn Company	Service and inspection-Posi Track Tractor (Ops Div)	-1,900.31
08/08/2017	25527	Santa Barbara News Press	Notice of Public Hearing-Ad	-77.44
08/08/2017	25528	Tri-Co Reprographics	Bond, Monochrome -QC Xng 5	-122.26
08/08/2017	25529	Turenchalk Network Services, Inc.	IT Services/LogicMonitor/Reflexion Spam Filtering - Jul	-1,448.50
08/08/2017	25530	Underground Service Alert of So. Calif.	85 Ticket charges	-150.25
08/08/2017	25531	United States Geological Survey	3rd Qtr 5/1/17 -7/31/17 Agmt 11/1/16	-26,412.50
08/17/2017	25532	ACWA/Joint Powers Insurance Authority	JPIA Leadership Program - Essentials for Water Industry Program	-1,495.00
08/17/2017	25533	All Around Landscape Supply	Hose Clamp (Fish Div)	-27.97
08/17/2017	25534	American Riviera Bank (ARB)	Principle/Interest-EPFP loans	-38,477.96
08/17/2017	25535	Aqua-Flo Supply	Supplies/Couplers/Adapters (Fish Div)	-119.26
08/17/2017	25536	Association of Ca Water Agencies/JPIA	August Health Benefits coverage	-27,257.45
08/17/2017	25537	AT&T	July charges	-535.80
08/17/2017	25538	Clifford R. Anderson	Employee Reimbursement - Fuel-Aug (Fish Div)	-72.50
08/17/2017	25539	Coastal Copy, LP	Mtce agmt TASKalfa 4550ci/3051ci	-330.26
08/17/2017	25540	Cox Communications Santa Barbara	Business internet-Aug	-195.00
08/17/2017	25541	Cushman Contracting Corp.	Emerg Pumping System: Pay Req#39-Phase II	-7,000.00
08/17/2017	25542	Farwest Corrosion Control Co.	High potential magnesium anode/Concrete Body (PO#9589)	-371.74
08/17/2017	25543	Frontier Communications	SCADA	-568.22
08/17/2017	25544	Harrison Hardware	Couplers/Motor oil/Rags/Funnel/Antifreeze/Misc. Supplies (Fish Div)	-198.30
08/17/2017	25545	Harwood White	July mtg fees	-264.95
08/17/2017	25546	Instrument & Valve Services Company	Calibration-pressure transmitters (4)	-2,006.64
08/17/2017	25547	J&C Services	Ofc cleaning services-6/30, 7/7, 7/14 and 7/21/2017	-420.00
08/17/2017	25548	Kenneth A. Knight, Consulting	General Arborist Services-Oak Tree program-Jul	-150.00
08/17/2017	25549	Larry's Auto Parts	Repair parts for diesel transfer tank (Ops Div)	-4.83
08/17/2017	25550	Lauren W. Hanson	July mtg fees	-133.40
08/17/2017	25551	O'Reilly Automotive, Inc.	Diesel spill Absorbent/Batteries for water truck (Ops Div)	-367.59
08/17/2017	25552	Polly Holcombe	July mtg fees	-143.28
08/17/2017	25553	Praxair Distribution, Inc	Cylinder rental (acetylene for welder)	-50.25
08/17/2017	25554	Premiere Global Services	Conf calls-July	-43.30
08/17/2017	25555	Prudential Overall Supply	Mats/scrapers-Jul	-100.56
08/17/2017	25556	Santa Barbara News Press	Ordinance No. 3-Ad	-203.28
08/17/2017	25557	SB Home Improvement Center	100' Extension cord/Polyethylene (Fish Div)	-104.50
08/17/2017	25558	SHRM	Membership ID#01775356 10/1/2017 -9/30/2018	-199.00
08/17/2017	25559	Southern California Edison	Main office/outlying stations	-1,612.56
08/17/2017	25560	Tim Robinson	Reimb-Supplies/Fuel (Fish Div)	-262.01
08/17/2017	25561	Tri-Co Reprographics	Bond, Monochrome -QC Xng 5	-80.75
08/17/2017	25562	Turenchalk Network Services, Inc.	Replacement UPS Battery	-439.66
08/17/2017	25563	Verizon Wireless	Cellular/Modem's/USB's	-626.77
08/17/2017	25564	W. Douglas Morgan	July mtg fees	-277.60
08/17/2017	25565	Winema Industrial & Safety Supply	Gas detector/Monitor/Pump (3) Ventis MX4	-2,509.97
08/17/2017	25566	Wright Express Fleet Services	Voided	0.00
08/25/2017	25567	Daniel Razo	Reimb-Fisheries misc. materials (Fish Div)	-370.19
08/25/2017	25568	Pacific Coast Jiffy Lube	Service-2008 Ford Explorer	-63.01
08/25/2017	25569	Paychex, Inc. (HR Essentials)	HR Essentials Base/Admin Fee	-202.03
08/25/2017	25570	PG&E	Tecolote Tunnel/North Portal	-397.01

**Cachuma Operation & Maintenance Board**

**Paid Claims**

As of August 31, 2017

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
08/25/2017	25571	Staples Credit Plan	Office supplies/Folders/Binders/Labels/Paper/Coffee	-398.51
08/25/2017	25572	Wells Fargo Vendor Fin Serv	Copier (4550 & 3051) lease agmt	-488.11
08/25/2017	ACH	Wright Express Fleet Services	Fleet fuel	-13,565.94
08/31/2017	25573	Association of Ca Water Agencies/JPIA	September Health Benefits coverage	-28,029.77
08/31/2017	25574	Business Card	Domain renewal/Job postings/Employee Seminars (Admin)/ Fish loading net/Trash pumps (3) (Fish Div)	-3,716.79
08/31/2017	25575	Dudek	Professional Services: CEQA Support Services (Ops Div)	-1,650.00
08/31/2017	25576	HDR Engineering, Inc.	Various-Jul/Aug services (Fish Div)	-12,072.65
08/31/2017	25577	Orchard Business/SYNCB	Structure maint. supplies/cord (Ops Div) Rope/Snap hooks (Fish Div)	-133.32
Total 1050 - GENERAL FUND				<u>-222,584.34</u>
				<u><b>-222,584.34</b></u>

**APPROVED FOR PAYMENT**

\_\_\_\_\_ **Director**

\_\_\_\_\_ **Director**

\_\_\_\_\_ **Director**

# CACHUMA OPERATION & MAINTENANCE BOARD

## Operations Committee Meeting

3301 Laurel Canyon Road  
Santa Barbara, CA 93105

**Thursday, September 21, 2017**  
**12:00 p.m.**

### AGENDA

1. Call to Order
2. Public Comment (Public may address the Committee on any subject matter not on the agenda and within the Committee's jurisdiction)
3. Lake Cachuma Bathymetric Survey Proposal (*for information and possible recommendation*)
4. Adjournment

#### NOTICE TO THE PUBLIC

**Public Comment:** The public is welcome to attend and observe the meeting. A public comment period will be included at the meeting where any member of the public may address the Committee on any subject within the Committee's jurisdiction. The total time for this item will be limited by the Chair.

**Americans with Disabilities Act:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Cachuma Operation & Maintenance Board (COMB) at 569-1391 at least 48 hours prior to the meeting to enable staff to make reasonable arrangements.

[This Agenda was posted at COMB offices, 3301 Laurel Canyon Road, Santa Barbara, CA and Noticed and Delivered in Accordance with Section 54954.1 and .2 of the Government Code.]

# CACHUMA OPERATION & MAINTENANCE BOARD

## BOARD MEMORANDUM

Date:	September 25, 2017
Submitted by:	Tim Robinson
Approved by:	Janet Gingras

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**SUBJECT:**                    **Quiota Creek Crossing 5 Fish Passage Improvement Project**

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**SUMMARY:**

The Quiota Creek Crossing 5 Fish Passage Improvement Project competitive bidding was solicited on August 30, 2017 with the pre-bid site visit on Tuesday, September 5<sup>th</sup> and the bid opening and review team evaluation conducted on Wednesday, September 13, 2017. The COMB Board met for a Special Board meeting on Thursday, September 14, 2017 to review the Quiota Creek Crossing 5 project. Due to the receipt of a bid protest by Schock Contracting Corporation prior to the Board meeting, and per General Counsels' recommendation, the Board postponed the decision to award a construction contract for the project until staff could research the basis for the protest and provide details to the Board.

The bid administrative process used for the Quiota Creek Crossing 5 Fish Passage Improvement Project construction work is outlined in the attached summary report prepared in response to the bid protest submitted by Schock Contracting Corporation. In addition, details related to the independent bid review and staff bid review is described in the summary report. In light of various deficiencies, staff determined that Shock Contracting was not "responsible" under California Public Contract Code 1103 as is required under the RFP section A2.10. In addition, based on the information provided by the City of Santa Barbara, staff further determined that Shock was not responsible and his proposal is subject to rejection under Section A2.16 of the RFP, which provides in pertinent part that proposals can be rejected if the bidder "previously failed to perform properly or to complete on time contracts of any nature". Staff recommends the Board deny the bid protest submitted by Schock Contracting Corporation.

Construction on this project is anticipated to commence on October 2, 2017. The apparent lowest responsive, responsible bidder is Peter Lapidus Construction, Inc. (PLC). PLC's submitted bid was \$626,820 which is below the Engineer's estimate of \$666,161 for construction. Staff recommends issuing a Notice of Award and execution of the construction contract with the lowest responsive, responsible bidder, Peter Lapidus Construction, Inc.

**FINANCIAL IMPACT:**

The current fiscal year operating budget contains funding for this project. A summary of ongoing project financials will be presented monthly in the COMB Board packet.

**LEGAL CONCURRENCE:**

All documents have been reviewed by COMB legal counsel.

**ENVIRONMENTAL COMPLIANCE:**

All conditions outlined in the permits for the project(s) will be followed.

**COMMITTEE STATUS:**

The Fisheries Committee reviewed the project and financial commitment during the Committee meeting of August 22, 2017 with the recommendation to forward to the Board a resolution to issue a Notice of Award and authorize the General Manager to execute a construction contract with the lowest responsive, responsible bidder.

**RECOMMENDATION:**

The Board deny the protest submitted by Schock Contracting Corporation based on the attached summary report; adopt Resolution No. 646 which approves issuing a Notice of Award and authorizes the General Manager to execute a construction contract with the lowest responsive, responsible bidder, Peter Lapidus Construction, Inc. for the construction of the Quiota Creek Crossing 5 Project for \$626,820.

**LIST OF EXHIBITS:**

1. September 14, 2017 Schock Contracting Corporation Bid Protest Letter
2. September 19, 2017 Schock Contracting Corporation Letter
3. September 20, 2017 COMB Letter to John Schock and Summary Report
4. COMB Board Resolution No. 646.
5. Notice of Award for construction of the Quiota Creek Crossing 5 Project.
6. Contract Agreement for the Fish Passage Improvement on Crossing 5, Quiota Creek.



Schock Contracting Corporation  
 P.O. Box 61505  
 Santa Barbara, California 93160

RECEIVED

SEP 14 2017

CACHUMA O & M BOARD

Transmittal #1

**Project:** BID - Fish Passage Improvement on Crossing 5, Quiota Creek  
 From Santa Barbara, take Hwy 154 north to Hwy 246. Go west on Hwy 246 until Refugio Road. Go left on Refugio Road and continue straight across the Santa Ynez River and up the hill until the first low flow crossing (concrete crossing in the stream) which is Quiota Creek Crossing 5, approximately 3.5 miles.  
 California

**Bid Protest**

**TO:** Tim Robinson (Cachuma Operations & Maintenance Board)

**FROM:** Nicole Kraus (Schock Contracting Corporation)  
 P.O. Box 61505  
 Santa Barbara, California 93160

CREATED DATE: 09/14/2017

COPIES TO:

TRANSMIT:	VIA:	FOR:	ACTION:
		Your Use	

**Transmittal Items**

DESCRIPTION	FORMAT	DATE	COPIES
BID PROTEST	Other	09/14/ 2017	1

**Comments**

TO: TIM ROBINSON

Please see the attached bid protest for the above referenced project.

9/14/17

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

emailed: 9/14/17



**SCHOCK CONTRACTING CORP.**  
GENERAL ENGINEERING

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September 14, 2017

Attention: Tim Robinson  
Cachuma Conservation Release Board  
Cachuma Operations and Maintenance Board  
3301 Laurel Canyon Road  
Santa Barbara, CA 93105-2017

*Project Name: Fish Passage Improvements on Crossing 5, Quiota Creek*

**RE: Bid Protest**

Tim,

We are hereby protesting the award of the above referenced project to any contractor other than Schock Contracting Corporation. Based on the bid opening yesterday, September 13, 2017, Schock Contracting Corporation is the lowest bidder.

**If you have any questions regarding this protest please call me at 805-896-2889.**

Sincerely,

  
**John R. Schock, President**  
**Schock Contracting Corporation**

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P.O. Box 61505 SANTA BARBARA, CALIFORNIA 93160  
PHONE: 805-681-9796 FAX: 805-681-9717  
LICENSE # 691211 DIR# 10000012248  
[WWW.SCHOCKCONTRACTING.COM](http://WWW.SCHOCKCONTRACTING.COM)





**SCHOCK CONTRACTING CORP.**  
GENERAL ENGINEERING

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September 19, 2017

Attention: Tim Robinson & Janet Gingras  
Cachuma Operations and Maintenance Board  
3301 Laurel Canyon Road  
Santa Barbara, CA 93105-2017

*Project Name: Fish Passage Improvements on Crossing 5, Quiota Creek*

On September 14, 2017 Cachuma Operations & Maintenance Board (COMB) Staff recommended the Cachuma Operations & Maintenance (COMB) Board award the "Quiota Creek Crossing 5 Fish Passage Improvement Project" to Peter Lapidus Construction (PLC) in the amount of \$642,820. The COMB Staff recommendation made no mention that Schock Contracting Corporation's (SCC) bid of \$558,050.00 was the lowest monetary bid for the project.

California Law is quite clear regarding the rights of the lowest bidder. **BEFORE** awarding a Public works' contract to one other than the lowest bidder, a public entity must notify the low monetary bidder of their intention not to award the bid, the reason and evidence therefore, and afford such a bidder an opportunity to rebut the adverse evidence and permit him to present evidence. (City of Englewood vs. Superior Court (1972) 7 C.3d 861, 103 Cal. Rptr. 689).

SCC learned of the COMB Staff's recommendation to award the project to PLC through an online posting of the Cachuma Operation and Maintenance Board special meeting agenda. SCC was never given an "official" written reason as to why the COMB Staff did not consider their bid responsive nor were they given any evidence to support the COMB Staff's

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PHONE: 805-681-9796 FAX: 805-681-9717  
LICENSE # 691211 DIR# 10000012248  
[WWW.SCHOCKCONTRACTING.COM](http://WWW.SCHOCKCONTRACTING.COM)

recommendation. As such, SCC had no opportunity to rebut the adverse evidence.

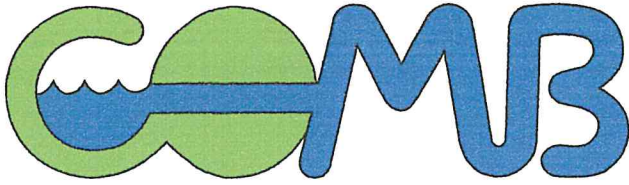
As required by State Law, please provide the proper notifications and supporting evidence and allow SCC the opportunity to rebut the evidence. Schock Contracting Corporation maintains the position that their bid of \$558,050.00 is the lowest responsive, responsible bid for this project and stands ready to proceed with construction.

Sincerely,

**John R. Schock, President**  
**Schock Contracting Corporation**

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P.O. BOX 61505 SANTA BARBARA, CALIFORNIA 93160  
PHONE: 805-681-9796 FAX: 805-681-9717  
LICENSE # 691211 DIR# 10000012248  
[WWW.SCHOCKCONTRACTING.COM](http://WWW.SCHOCKCONTRACTING.COM)



**CACHUMA OPERATION AND MAINTENANCE BOARD**

3301 LAUREL CANYON ROAD  
SANTA BARBARA, CALIFORNIA 93105-2017  
TELEPHONE (805) 687-4011 FAX (805)569-5825  
www.cachuma-board.org

Date: September 20, 2017

**VIA ELECTRONIC MAIL**

Mr. John R. Schock, President  
Shock Contracting Corporation  
P.O. Box 61505  
Santa Barbara, California 93160

**Re: Response to Bid Protest Filed by Schock Contracting Corporation ("SCC") on September 14, 2017 Regarding the Invitation by Cachuma Operation and Maintenance Board ("COMB") to Submit Construction Cost Proposal for the Fish Passage Improvement on Crossing 5, Quiota Creek Project – Issued on August 30, 2017 and Due on September 13, 2017 ("Bid") (hereinafter the "Protest").**

Dear Mr. Schock,

This letter is in response to SCC's Protest to the above-referenced Bid filed on September 14, 2017, and your letter to COMB dated September 19, 2017. Specifically, in response to SCC's Protest, please see attached the Summary of COMB Staff's Review and Findings dated September 20, 2017 ("Summary"). As you will note from the attached Summary, based on the review of the relevant information and materials, including the review and consideration of the SCC Protest, COMB staff will recommend that the COMB Governing Board reject SCC's Protest, and further recommend that the contract for the Bid be awarded to Peter Lapidus Construction as the lowest responsive, responsible bidder.

As you were advised on September 14, 2017, this matter will be heard by the COMB Governing Board at its next-scheduled meeting to be held at 2:00 p.m. on Monday, September 25, 2017. At the Board meeting on September 25, you have the right and opportunity to be heard on this matter, including presenting any relevant information or evidence to the Board relating to the Bid matter and in support of SCC's Protest. In addition, you have the right and opportunity to provide any information or materials to COMB staff for review and consideration prior to the September 25 hearing, which you believe may be instructive or, as stated in your letter dated September 19, may "rebut the evidence" reviewed and considered by COMB staff and ultimately, the Board, in this matter. Please let me know if you intend to provide any additional information or materials to COMB staff prior to the Board meeting on September 25, and we will be available to review and consider it prior to the hearing on that date.

In addition, if you have legal counsel representing you on this matter, he/she can contact William W. Carter, COMB General Counsel, (213) 629-7863, to discuss these matters. Thank you.

Sincerely,

  
Janet Gingras  
General Manager

Encl/

cc: William W. Carter, Esq, Musick Peeler & Garrett, LLP

## **CACHUMA OPERATION AND MAINTENANCE BOARD (COMB)**

**Response to Protest:** Schock Contracting Corporation- Filed on September 14, 2017

**Invitation to Submit Construction Cost Proposal (Bid):** Fish Passage Improvement on Crossing 5, Quiota Creek Project – Issued on August 30, 2017 and Due on September 13, 2017

**Date:** September 20, 2017

COMB

### **Cachuma Operation and Maintenance Board**

The following is a summary of COMB staff procedures and steps taken during the Quiota Creek Crossing 5 Project bid (hereinafter referred to as the ‘Bid’) process as a record in response to the Bid protest received from Schock Contracting Corporation (“SCC”) at 10:33 a.m. on September 14, 2017 (hereinafter referred to as the ‘Protest’). General bid administrative processes are initially described below, followed by the specific details of the subject Bid process and review of the Protest.

#### **Bid Administrative Process**

Typically, an invitation for responses to a project bid packet with designs is sent out by COMB two weeks prior to a bid due date. The project announcement and associated bid packet are made available through a plan room posting for Public Projects, as well as by e-mail or calls to a select list of local contractors with possible similar experience to the project at hand. There is also a required pre-bid site visit that ensures that bidding contractors have seen the site and have had the opportunity to review the project described to them on location.

Bids are formally received, date and time stamped and opened at a specific date and time as clearly stated in the bid packet. The amount of each submitted bid is read aloud during the meeting. The evaluation procedure is described to all present, with a short time period provided for questions. The meeting is then adjourned.

During this process, COMB arranges for at least two independent (non-COMB employees or consultants with the project) Professional Engineers (PE) to equally review and evaluate all submitted bids. The project bid packet and designs are provided to the evaluators prior to their review. The evaluators are given an evaluation table that lists all of the criteria within the bid packet and provides the bid document page number, criteria required, and a column for each bidding contractor. The reviewers then score the bids as compliant (1) or non-compliant (0) for each listed criterion. Those scores are then tabulated and allow a comparison between the bidding contractors. After considering the entire submitted bid document, the scores, and the bid amount, a recommendation is provided by the evaluation team.

Additionally, COMB staff evaluates each bid for information unknown to the review team. This internal evaluation provides a unique and valuable perspective given the familiarity with the proposed project, sub-contractors that might be selected, and other similar jobs listed by each contractor in their Experience Statement. All the evaluations are then summarized into a memorandum, with a recommendation given to the COMB Governing Board (“Board”) as to how to proceed with the objective of selecting a construction contractor for that particular

## **CACHUMA OPERATION AND MAINTENANCE BOARD (COMB)**

**Response to Protest:** Schock Contracting Corporation- Filed on September 14, 2017

**Invitation to Submit Construction Cost Proposal (Bid):** Fish Passage Improvement on Crossing 5, Quiota Creek Project – Issued on August 30, 2017 and Due on September 13, 2017

**Date:** September 20, 2017

COMB

project. The Board reviews the prepared memorandum for consideration at the next scheduled Board meeting, where a decision whether to award a contract or not is made by the Board.

### **Results of the Independent Bid and Staff Reviews for the Quiota Creek Crossing 5 Project Bid**

The issuance, review and processing of the Quiota Creek Crossing 5 Project bid (“Bid”) packet was consistent and in compliance with the administrative process described herein-above. Specifically, the Bid was made available to the public on August 30, 2017. On Tuesday, September 5, 2017 at 9:00 a.m., four contractors participated in the required pre-bid site visit. The formal bid opening occurred on September 13, 2017 at 9:00 a.m. during which time two bids were received and opened.

At that time, the amounts of each of those two bids were read out loud. In addition, the evaluation procedure was described, questions were answered, and the meeting was adjourned at approximately 9:20 a.m. The evaluation team met on September 13, 2017 at 11:00 a.m., and deliberated for nearly two hours before concluding their review and providing a recommendation in accordance with the provided scoring matrix (See Attachment “A,” which is attached hereto and incorporated herein by reference).

Upon reviewing the two bids, Schock Contracting Corporation (“SCC”) was noted as listing the lowest bid. However, the SCC bid was rejected by the review team for not being responsive and complying with the Bid criteria. Moreover, while the bid submitted by Peter Lapidus Construction was not the lowest priced bid, it ranked higher in scoring, was assessed to be responsive and complete, met the Bid criteria and was determined to be the most responsive, responsible lowest bid. Hence, at that time, the recommendation was to award the construction contract to Peter Lapidus Construction as the lowest responsive, responsible bidder.

Additionally, COMB staff internally evaluated each bid for deficiencies that would otherwise be unknown to the team evaluators. COMB staff overall findings were similar to the independent review team. The bid submitted by Peter Lapidus Construction was therefore determined to be responsive, clean and met the criteria set forward in the Bid packet.

At approximately 5:08 p.m. on September 13, 2017, COMB staff issued a public notice and recommendation to the COMB Governing Board regarding the Bid in advance of the Board’s Special Meeting scheduled on September 14, 2017 at 2:00 p.m. In that notice and recommendation, COMB staff recommended that the Board award the Bid contract to Peter Lapidus Construction as the lowest responsive, responsible bidder.

## **CACHUMA OPERATION AND MAINTENANCE BOARD (COMB)**

**Response to Protest:** Schock Contracting Corporation- Filed on September 14, 2017

**Invitation to Submit Construction Cost Proposal (Bid):** Fish Passage Improvement on Crossing 5, Quiota Creek Project – Issued on August 30, 2017 and Due on September 13, 2017

**Date:** September 20, 2017

COMB

On September 14, 2017, at 10:33 a.m., SCC filed a bid protest, which stated: "Based on the bid opening yesterday, September 13, 2017, Shock Contracting Corporation is the lowest bidder."

At approximately 2:00 p.m. on September 14, 2017, John Schock, President of SCC, personally appeared at the scheduled Special Meeting of the COMB Governing Board held in the hearing room located at 3301 Laurel Canyon Road, Santa Barbara, California. At that time, during the Public Comment Agenda item, Mr. Schock made comments directly to the COMB Governing Board, stating that on September 14, 2017 he had filed a protest to the Bid and requested, among other things, that as the "lowest bidder," he should be awarded the contract on the Bid. At the close of Mr. Schock's public comments, general counsel for COMB recommended that the Board take the Bid matter off the Agenda for that meeting and reschedule the matter for the next-scheduled Board meeting on September 25, 2017, to both allow COMB staff an opportunity to fully review and consider SCC's Protest and to provide Mr. Schock and SCC an opportunity to review and be heard on this matter. The Board then agreed to reschedule the Bid matter until the next-scheduled Board meeting on September 25, 2017.

In reviewing SCC's Protest, COMB staff noted that the bid submitted by SCC on September 13, 2017 was found to have had the following deficiencies listed below:

- The SCC representative was given a bound bid document during the mandatory pre-bid site visit. The SCC bid, however, was submitted as an independently printed bid packet that was single-stapled and taped together and not compliant and responsive with the criteria outlined in the bid packet.
- List of Equipment and Material Manufacturers – deficiencies were as follows:
  - Granite Construction does not manufacturer or supply Engineered Streambed Materials.
  - Granite Construction does not manufacturer or supply Riffle Rock.
  - Challenge Asphalt can supply Road Base but only when it pertains to their contracted paving job. If the tasks of supplying road base and doing the paving are associated, then Challenge Asphalt should have been listed in the List of Subcontractors and Suppliers for Road Base.
  - B&B Steel & Supply supplies products, but does not manufacture, or in other words, does not weld, which is required to manufacture the bridge rail. There was no sub-contractor identified to perform the welding tasks.
  - S&S Seed supplies hydromulch, but is not the manufactureand does not provide application services. There was no sub-contractor identified to perform the application of the hydromulch and seed.

## **CACHUMA OPERATION AND MAINTENANCE BOARD (COMB)**

**Response to Protest:** Schock Contracting Corporation- Filed on September 14, 2017

**Invitation to Submit Construction Cost Proposal (Bid):** Fish Passage Improvement on Crossing 5, Quiota Creek Project – Issued on August 30, 2017 and Due on September 13, 2017

**Date:** September 20, 2017

COMB

- List of Subcontractors and Supplies – deficiencies were as follows:
  - Road Base supplier, although it appeared that Challenge Asphalt would be the supplier, was not identified as such.
  - Challenge Asphalt is listed for the specific Description of Work for asphalt at \$41,188, but on the Bid Schedule (page 15) Item 13, is listed for \$29,370. These amounts do not match up. As such, there was a question whether the identified sub-contractor was installing something that it was not declared to perform.
  - Magnum Fence & Security Inc. is listed for the specific Description of Work for fencing at \$15,600, but the Bid Schedule (page 15) Item 22, is listed for \$3,400. These amounts do not match up. As such, there was a question whether the identified sub-contractor was installing something that it was not declared to perform.
  - Bridge rail and guard rail installer. Such tasks must be performed by a specialist, which specialist was not listed.
  - Hydromulch applicator. It was not clear whether SCC would perform the hydromulch application.
- Proposer (Bidder) Information (page 23) Prior Disqualification Form– SCC answered “No” to the question, “Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity?” Members of the evaluation familiar with SCC were aware that contrary to that answer, “No,” in June 2016, a SCC construction contract with the City of Santa Barbara (“City”) was terminated by the City due to a failure to perform by SCC. At that time, COMB staff was further advised of the City’s prior dealings with SCC, including the fact that the City had entered into a settlement agreement with SCC in November 2016, wherein, among other things, SCC agreed not to submit any bids for work on certain City public works construction projects for a period of four years.<sup>1</sup>
- Supplemental Proposer (Bidder) information – deficiencies were as follows:
  - Culvert Debris Removal & Repair, 2006 is not a bridge or bottomless arched culvert installation and road construction project.
  - Mission Creek Fish Passage, 2014 Project had instream concrete grade control structures, but did not have any riffles, rock weirs, and engineered streambed materials (ESM).
  - Mission Creek Fish Passage, 2014 Project did not include any vegetated rock slope protection.

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<sup>1</sup> On September 14, 2017, the City provided COMB with a copy of the settlement agreement entered into between the City and SCC dated November 28, 2016, which is attached hereto as Attachment B and incorporated herein by reference.

**CACHUMA OPERATION AND MAINTENANCE BOARD (COMB)**

**Response to Protest:** Schock Contracting Corporation- Filed on September 14, 2017

**Invitation to Submit Construction Cost Proposal (Bid):** Fish Passage Improvement on Crossing 5, Quiota Creek Project – Issued on August 30, 2017 and Due on September 13, 2017

**Date:** September 20, 2017

COMB

Based on the above, on September 13, 2017, COMB staff determined that SCC was not responsive to the Bid on the items noted above. In addition, COMB determined that SCC Contracting was not "responsible" under California Public Contract Code 1103, as is required under the Section A2.10 of the Bid. In addition, based on the information regarding SCC's termination by the City as noted above, COMB further determined that SCC was not "responsible" and its proposal subject to rejection under Section A2.16 of the Bid, which provides in pertinent part that proposals can be rejected if the bidder "previously failed to perform properly or to complete on time contracts of any nature."

On September 13, 2017, the COMB staff's conclusion and recommendation was consistent with the independent review team, determining that the lowest responsive, responsible bidder was Peter Lapidus Construction.

Based on the review of the above, including the review and consideration of the SCC Protest, COMB staff recommends the rejection of SCC's Protest, and recommends that the contract for the Bid be awarded to Peter Lapidus Construction as the lowest responsive, responsible bidder.



# Attachment “A”

# Contractor Bid Evaluation

Fish Passage Improvements on Crossing 5, Quota Creek Project  
 Cachuma Operation and Maintenance Board

3301 Laurel Canyon Road

Santa Barbara, CA 93015

Tel: 805-687-4011



September 13, 2017

The following criteria will be used for contractor selection/evaluation for awarding the construction contract for the Quota Creek Crossing 5 Project after bid submittals on 9/13/17 at 9:00 AM and participation in the Pre-Bid Site Visit on 9/5/17 at 9:00 AM. This is for internal COMB evaluation only. Satisfactory (Yes-1 / No - 0)

Bid Doc Pg#	Criteria Required	Schock	Lapidus	Notes
1	4			
	Bid Submitted in Sealed Envelope per Section A1	1	1	
2	5			
	Contractor Attended Mandatory Pre-Bid Site Visit	1	1	
3	13			
	Supplemental Materials Acknowledgement Returned to COMB Before or at Time of Bid	1	1	
4	12			
	Proposal Made on Section A3 without Removal from Bound Contract Docs	0	1	
5	6			
	No Erasures, Irregularities or Obscure Information in Bid	1	1	
6	23-6			
	Valid (State of California) Contractor's License and Expiration Date	1	1	
7	5			
	Proposal Executed per Section A2.05	0	1	VARIOUS VALID w/ CA f shock 2 PROPOSAL FOR SCHOCK UNBOUND.
8	15			
	Bid Schedule Completed with No Irregularities or Unbalanced Items	1	1	
9	16			
	Bid Bond (10%) in conformance with A2.12 (Bond or Cert. Cashier's Check)	1	1	
10	17			
	List of Equipment and Material Manufacturers Provided	1	1	
11	18			
	List of Subcontractors and Suppliers Provided - In Excess of 0.5% of Total Bid	1	0	
12	19			
	Contractor's Statement Regarding Insurance Coverage Provided	1	1	
13	22			
	Non-Collusion Declaration Provided	1	1	
14	23-24			
	Proposer (Bidder) Information - Satisfactory Completion	0	1	IN-QUESTIONS-SHOCK SCHOCK HAS BEEN DISQUALIFIED FROM PERFORMING WATER PROJECTS FOR THE CITY OF SANTA BARBARA FOR 3 YRS.
15	25-26			
	Supplemental Proposer (Bidder) Information - Completed and Meets Requirements	1	1	
16	27			
	Experience Statement - Proposer Demonstrates Experience Required	1	1	
17	-			
	5+ years of experience with projects of similar magnitude and character	1	1	
18	-			
	Stream restoration	1	1	
19	-			
	Installed bridges or bottomless arched culverts	1	1	
20	-			
	Installed in-stream grade control structures such as rock riffles or weirs	1	1	
21	-			
	Installed vegetated rock slope protection	1	1	
<b>Total Bid Amount:</b>		18	20	

# Contractor Bid Evaluation

Fish Passage Improvements on Crossing 5, Quiota Creek Project  
 Cachuma Operation and Maintenance Board

3301 Laurel Canyon Road

Santa Barbara, CA 93015

Tel: 805-687-4011



September 13, 2017

The following criteria will be used for contractor selection/evaluation for awarding the construction contract for the Quiota Creek Crossing 5 Project after bid submittals on 9/13/17 at 9:00 AM and participation in the Pre-Bid Site Visit on 9/5/17 at 9:00 AM. This is for internal COMB evaluation only. **Satisfactory (Yes-1 / No - 0)**

Bid Doc Pg #	Criteria Required	Schock	Lapidus	Notes
1	4			
2	5	Yes	Yes	
3	13	Yes	Yes	
4	12	No	Yes	
5	6	Yes	Yes	
6	6	Yes	Yes	
7	5	No	Yes	
8	15	Yes	Yes	
9	16	Yes	Yes	
10	17	Yes	Yes	
11	18	Yes	No	Did not List Pavement for Sub
12	19	Yes	Yes	
13	22	Yes	Yes	
14	23-24	No	Yes	
15	25-26	Yes	Yes	
16	27	Yes	Yes	
17	-	Yes	Yes	
18	-	Yes	Yes	
19	-	Yes	Yes	
20	-	Yes	Yes	
21	-	Yes	Yes	
<b>Total Bid Amount:</b>			<b>18</b>	<b>20</b>

# Attachment “B”

## MUTUAL RELEASE AND SETTLEMENT OF CLAIMS

This Mutual Release and Settlement of Claims ("Agreement") is entered into on November 22, 2016 by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the "City,"

and,

Schock Contracting Corporation, a California Corporation, referred to herein as the "Schock,"

**Whereas**, On April 29, 2014, the City of Santa Barbara awarded the contract for construction of the El Estero Waste Water Treatment Plant Tertiary Filtration Plant Project, Contract No. 24,825 (the "Contract"), to Schock Contracting Corporation. (Schock Contracting Corporation and the City of Santa Barbara are herein collectively referred to as "Parties");

**Whereas**, on June 1, 2016, the City terminated its contract with Schock for failure to perform;

**Whereas**, on June 8, 2016, Schock filed a Notice of Potential Claim and then on July 22, 2016 the City received Schock's formal claim (the "Claim") for wrongful termination and demand for payment of the following seven items:

1. Contract, item # 9 (60-Day Test)	\$7,976.00
2. Change Order #7	\$29,999.99
3. Immersion Heather Claim	\$21,536.66
4. Retention	\$506,046.54
5. Interest Accruing on Retention as of May 18, 2016	\$21,961.02
6. Interest Accruing on Claim Items No. 1 – 3	\$668.50
7. Attorney's Fees	\$54,224.84
<b>Total:</b>	<b>\$643,413.56;</b>

**Whereas**, on October 7, 2016, after a hearing on the claim, the Public Works Director issued her written decision on the claim ("Final Decision"), and set the matter for action by the City Council on November 1, 2016;

**Whereas**, the Final Decision recommended the following with regards to Schock's seven monetary claims:

1. Contract, item # 9 (60-Day Test)	Accepted	\$7,976.00
2. Change Order #7	Denied	\$0
3. Immersion Heather Claim	Denied in Part	\$16,331.15
4. Retention	Denied	\$0
5. Interest Accruing on Retention	Denied in Part	\$4,547.14
6. Interest Accruing on Items 1 – 3	Denied	\$0
7. Attorney's Fees	Denied	\$0

**Total:** **\$28,854.29;**

**Whereas**, the Final Decision confirmed the City's termination for cause as appropriate and recommended that the City Council consider two claims against Schock Contracting;

**Whereas**, the City is withholding \$104,828.25 in retention monies, which represents 150% of the restocking fee in the amount of \$69,885.50. The City disputes the validity of the restocking fee and has asserted claims against Schock related to the restocking fee ("City Claim"); and

**Whereas**, except for the "Reserved Claims" as hereinafter defined, the parties desire to amicably settle the Claim and City Claim.

### TERMS AND CONDITIONS

In consideration of the mutual agreements by and between the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is agreed between the Parties as follows:

#### 1.0 Consideration

1. The City will modify its determination to terminate Schock for cause to termination for convenience.
2. The City shall pay Schock \$28,854.29 as unpaid contract items;
3. The City shall pay Schock \$34,942.75, which represents the 50% of the retention monies being withheld by the City;
4. Schock shall release any and all claim for payment of the remainder of retention withheld by City in the amount of \$69,885.50 which is associated with the membrane module restocking fee;
5. Schock agrees that it will not submit any bids for work on City public works construction projects pertaining to the construction, alteration, maintenance and/or repair projects, which relate to or are in any way connected to the City's water or wastewater facilities, including but not limited to pumps, reservoirs, and piping. Schock's agreement not to submit any bids will be for a period of four years following the date of this agreement;

Should Schock submit a bid to the City within 4 years of the date of this Agreement, the City is specifically authorized and Schock hereby agrees that the City can declare Schock's bid non-responsive pursuant to the Public Contracts Code sections 1103 and 20111. In addition, Schock hereby waives any right to a hearing related to City's determination that any bid submitted within 4 years of this Agreement is non-responsive.

6. The City shall release its claim on Schock's Performance Bond No. 58713545; and
7. The City shall pay all money agreed to under this agreement within thirty (30) days from the date of this Agreement.

## **2.0 Agreement and Discharge; Mutual Releases**

In consideration for the full and timely performance of all terms and conditions of this Agreement in the manner prescribed herein, each Party, on behalf of itself, hereby completely releases and forever discharges the other Party and their respective affiliates, respective heirs, executors, administrators, trustees, beneficiaries, predecessors, successors, assigns, members, former shareholders, shareholders, former partners, partners, partnerships, parents, subsidiaries, affiliated and/or related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, associations and/or corporations connected with them, who are or might ever become liable to them, of and from any and all claims, demands, obligations, actions, liens, rights, damages, costs, losses, attorney's fees and legal costs, expenses, and compensation of any nature whatsoever, whether based on a tort, statutory, contract, common-law, or other theory of recovery, which the Parties now have, or may hereafter acquire, against each other arising out of or related to the Claim and City Claim.

The Parties acknowledge and agree that there is a risk that, subsequent to the execution of this Agreement, they may incur, suffer or sustain injury, loss, damage, costs, attorneys' fees and legal costs, expenses, or any of these, which are in some way caused by or connected with the released matters, and which are unknown and unanticipated at the time this Agreement is executed, or not presently capable of being ascertained. The Parties further acknowledge that there is a risk that such damages as are presently known may hereafter become more serious than any of them now expects or anticipates. Nevertheless, the Parties acknowledge and agree that this Agreement has been negotiated and agreed upon in light of that realization and each Party hereto expressly waives all rights each may have related to such unknown and unanticipated claims as they may relate to the Claims and/or City Claim.

The Parties acknowledge and agree that they have had the benefit and advice of counsel and hereby expressly waive all rights under section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding anything in this Agreement to the contrary, the rights and obligations released herein by the City, which related to any future claims shall not apply and the following are

exempted and reserved from the mutual release provisions of this Agreement, and those rights and obligations shall survive as they would have existed in the absence of this Agreement ("Reserved Claims"):

- Any claim by City against Schock for reimbursement or indemnity as to any such latent construction defect claims, as defined in Code of Civ. Proc. Section 337.15 to the extent that such unknown or latent construction defect claims against Schock are discovered subsequent to the execution of this Agreement;
- Any third party claim for personal injury, which occurs subsequent to execution of this Agreement and arises out of or is related to scope of work performed by Schock as detailed in the Contract, specifications, and plans related to the Project;
- Any claims for unexpired warranties arising out of the Contract.

### **3.0 Attorneys' Fees**

The Parties shall bear their own attorneys' fees and legal costs arising from the Claims and City Claim and the actions of their own counsel in connection with this Agreement and the matters and documents referred to herein. However, if there is a dispute arising out of the interpretation, or enforcement of this Agreement, the prevailing party in any such dispute shall be entitled to recover its reasonable attorneys' fees and costs.

### **4.0 Survival of Rights and Obligations**

This Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each Party as close as possible to that under the provision rendered unenforceable. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision: (i) such provision shall be excluded from this Agreement; (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded; and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of California.

### **5.0 No Amendments Without Written Consent**

Any term of this Agreement may be amended or waived only with the written consent of the parties, or their respective successors and assigns.

### **6.0 No Admission of Liability**

This Agreement is a compromise of disputed claims and shall never at any time or for any purpose be considered as an admission of liability and/or responsibility on the part of either Party hereto, and the payment of any sum of money in consideration for the execution of this Agreement and performance of the obligations herein shall neither constitute nor be construed as



an admission of liability and/or responsibility by either Party, each of which continues to deny such liability and disclaim such responsibility.

**7.0 Advice of Counsel**

In entering into this Agreement, the Parties represent that the Parties have relied upon the advice of their attorneys, who are the attorneys of their own choice, or have been offered the opportunity to seek advice of their own counsel and chosen not to seek such advice, concerning the legal and income tax consequences of this Agreement; that the terms of this Agreement have been completely read and understood by the Parties; and that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

**8.0 To Execute Agreement Warranty of Capacity**

The Parties represent and warrant that the Parties have the sole right and exclusive authority to execute this Agreement and receive the sum specified in it; and that the Parties have not heretofore sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement. The persons signing this Agreement on behalf of the Parties warrant and represent that they have actual authority to enter into the Agreement set forth herein.

**9.0 Additional Documents**

The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

**10.0 Effectiveness**

This Agreement shall become effective immediately following execution by each of the Parties, as of the date first written above.

**11.0 Entire Agreement**

This Agreement contains the entire agreement among the Parties relating to the settlement, resolution, satisfaction, and discharge of the Disputes. This Agreement has not been executed in reliance on the basis of any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first written above.

*[Signatures on Following Page]*

DATED: Nov 22, 2013

CITY OF SANTA BARBARA

By: Rebecca J Byrd

Its: Public Works Director

DATED: Nov 22, 2016

SCHOCK CONTRACTING CORPORATION

By: [Signature]

Its: PRESIDENT

Approved as to form.

DATED: Nov. 28, 2014

MORRIS POLICH & PURDY

By: [Signature]

D. Creighton Sebra, Esq.  
Attorneys for  
CITY OF SANTA BARBARA

**RESOLUTION NO. 646**

**RESOLUTION OF THE GOVERNING BOARD OF THE  
CACHUMA OPERATION & MAINTENANCE BOARD APPROVING  
ISSUANCE OF A NOTICE OF AWARD AND AUTHORIZING CONTRACT  
EXECUTION WITH PETER LAPIDUS CONSTRUCTION, INC. FOR  
CONSTRUCTION OF THE FISH PASSAGE IMPROVEMENT PROJECT  
AT QUIOTA CREEK CROSSING 5**

**WHEREAS**, the Cachuma Operation & Maintenance Board (“COMB”) is a joint powers authority and public entity, organized and existing in the County of Santa Barbara in accordance with Government Code Section 6500 et seq., and operating pursuant to the 1996 Amended and Restated Agreement for the Establishment of a Board of Control to Operate and Maintain the Cachuma Project - Cachuma Operation And Maintenance Board, dated May 23, 1996 (“Amended and Restated Agreement”), as amended by an Amendment to the Amended and Restated Agreement made effective September 16, 2003 (collectively the “Joint Powers Agreement”); and

**WHEREAS**, the Member Agencies of COMB consist of the City of Santa Barbara, the Goleta Water District, the Montecito Water District, the Carpinteria Valley Water District (collectively herein the “South Coast Member Agencies”), and the Santa Ynez River Water Conservation District, Improvement District No. 1 (“ID No. 1”); and

**WHEREAS**, in August, 1997, the National Marine Fisheries Service (“NMFS”) listed anadromous steelhead in the Southern California Evolutionarily Significant Unit, including the Santa Ynez River downstream of Bradbury Dam, as an endangered species under the federal Endangered Species Act, and completed and issued on September 11, 2000, a Biological Opinion relative to Cachuma Project operations as they relate to steelhead; and

**WHEREAS**, COMB is committed to implement and cooperate in operations and other management actions designed to protect and enhance habitat conditions for steelhead in the Santa Ynez River and its tributaries downstream of Bradbury Dam; and

**WHEREAS**, the fish passage improvements at Crossing Number 5 on Quiota Creek, a tributary to the Lower Santa Ynez River, will provide improved access to the perennial reaches of Quiota Creek and restore habitat to enhance conditions for steelhead (the “Project”). The Project will replace an existing “at-grade” Arizona-type concrete crossing with a 59-foot prefabricated concrete bottom-less arched culvert (or bridge), which will remain owned, operated and maintained by the County of Santa Barbara. The new bridge system will consist of an internal span of 59 feet and rise approximately 12 feet. A single 18-foot wide lane road surface will be constructed over the top of the arch of the bridge connecting to the existing County road surface; and

**WHEREAS**, COMB has prepared a detailed Scope of Work with specific tasks to be performed, a schedule of completion and a detailed budget that was used for selection of a construction contractor and construction management of the Project; and

**WHEREAS**, a competitive bidding process was performed and sealed bids were opened on September 13, 2017 with Peter Lapidus Construction, Inc. prevailing as the lowest responsive, responsible bidder; and

**WHEREAS**, it is in the best interest of COMB to enter into said contract, including for the reasons provided in the COMB Five-Year Habitat Improvement Plan and the related staff report;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF COMB AS FOLLOWS:**

1. The Governing Board finds and determines that the facts set forth in the above recitals and in the documents referenced herein are true and correct.
2. The Governing Board authorizes a Notice of Award be issued and approves a contract to be executed with Peter Lapidus Construction, Inc. for the construction of the Fish Passage Improvement Project at Quiota Creek Crossing 5 in an amount not to exceed \$626,820.
3. The Governing Board further authorizes COMB's officers and staff, including the General Manager, to continue to do all things necessary and appropriate, including, but not limited to, execution and delivery of necessary documents, the obtaining of applicable permits, and any other actions to construct and implement the Project using the approved expenditures.
4. This Resolution shall take effect immediately.

**PASSED, APPROVED AND ADOPTED** by the Governing Board of the Cachuma Operation and Maintenance Board, this 25<sup>th</sup> day of September 2017, by the following roll call vote:

**Ayes:**

**Nays:**

**Abstain:**

**APPROVED:**

\_\_\_\_\_  
President of the Governing Board

**ATTEST:**

\_\_\_\_\_  
Secretary of the Governing Board

## NOTICE OF AWARD

**PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD  
FISH PASSAGE IMPROVEMENT ON CROSSING 5, QUIOTA CREEK**

Date: 09/25/2017

To (Contractor): Peter Lapidus Construction, Inc.

Re: Notice of Award- Fish Passage Improvement on Crossing 5, Quiota Creek Project  
Construction Contract

Dear Mr. Lapidus,

This letter shall constitute your "Notice of Award" for a construction contract for the work on the subject project in the amount of **\$626,820.00**. This notice is effective the date of this letter. A "Notice to Proceed" will be forthcoming upon receiving all requested documentation set forth in the project Bid Packet.

Congratulations and we look forward to working with you on this project.

Sincerely,

Janet Gingras  
General Manager

CC: Gino Filippin, Resident Engineer, FE  
Timothy H. Robinson, Project Manager, COMB

**CONTRACT AGREEMENT FOR THE  
FISH PASSAGE IMPROVEMENT ON CROSSING 5, QUIOTA CREEK  
FOR THE CACHUMA OPERATION AND MAINTENANCE BOARD  
SANTA BARBARA COUNTY, CALIFORNIA**

Contract Price \$ 626,820.00

THIS AGREEMENT made this \_\_\_\_\_ day of September \_\_\_\_\_, 2017, by and between the Cachuma Operation and Maintenance Board, a joint powers authority and public entity, organized and existing in the County of Santa Barbara, under and by virtue of the laws of the State of California, hereinafter designated as Board, and Peter Lapidus Construction, Inc., hereinafter designated as Contractor. The Board and the Contractor, in consideration of the mutual promises, covenants and conditions hereinafter set forth, agree as follows:

-----

**ARTICLE 1 - THE WORK**

In consideration of payments and agreements to be made by the Board, the Contractor shall perform and complete in a prompt and workmanlike manner the work in the Board's Contract Documents entitled:

**FISH PASSAGE IMPROVEMENT ON CROSSING 5, QUIOTA CREEK**

The Work is generally described as follows:  
The project consists of removal of existing concrete low-flow type stream crossing; installation of 59-foot prefabricated concrete bridge with wingwalls; installation of 18-foot wide asphalt road with corresponding traffic barrier systems; installation of rock profile control structures; installation of rock slope protection; instream grading and contouring; improvement of existing fencing private property; and protection of environmental resources and private property.

The Contractor shall perform all work in accordance with, and meet all requirements of, the Contract Documents, and shall furnish at his/her own expense all labor, materials, equipment, tools, transportation, and services necessary therefore, except for such materials, equipment and services (if any) as may be set forth in the Contract Documents to be furnished by the Board.

The Contractor shall provide the Board with the name and qualifications of Contractor's Construction Manager ("Construction Manager") and Job Site Supervisor ("Field Supervisor") prior to the commencement of Work. The Construction Manager and Field Supervisor shall be acceptable to the Board in its sole discretion. If in its sole discretion the initially-named Construction Manager and Field Supervisor are not acceptable to the Board, the Board may require the Contractor to provide a different Construction Manager and Job Site Supervisor who are acceptable to the Board. The Contractor shall not change the Board-approved Construction Manager and Field Supervisor during the course of the Work, unless such change is specifically approved in writing by the Board in its sole discretion.

Contractor represents and warrants that it currently possesses all license(s) or other approvals currently required by California law to engage in the Work described herein. Contractor holds a current, active Class \_\_\_ license from the State of California, License No. \_\_\_\_\_.

**ARTICLE 2 - COMMENCEMENT AND COMPLETION;  
LIQUIDATED DAMAGES**

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the Board and the Work shall be fully completed by the schedule defined in Section 6-7.1.2 in Section B—General Provisions Modifications. The Board will issue a Notice to Proceed within 3 days following its acceptance of Contractor's bonds and insurance certificates, subject to the Board obtaining all applicable and required permits and approvals.

The Board and the Contractor recognize that time is of the essence of this Agreement and that the Board will suffer financial loss if the Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with Section B - General Provisions Modifications, including Paragraph 6-6.2. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Board if the Work is not completed on time. **Accordingly, instead of requiring any such proof, the Board and the Contractor agree that as liquidated damages or delay (but not as penalty) the Contractor shall pay the Board the sum of \$750.00 for each consecutive calendar day that expires after the time specified herein. The parties agree that assessment of liquidated damages is valid in accordance with California Government Code Section 53069.85. However, the parties agree that any delay caused by or resulting from the Board not obtaining any applicable and required permit or approval will not constitute any delay or loss subject to payment as liquidated damages or as any other loss or damages under this Agreement.**

**ARTICLE 3 - CONTRACT PRICE**

The Board shall pay the Contractor for the completion of the Work in accordance with the Contract Documents in current funds the lump sum Contract Price(s) as set forth above.

#### ARTICLE 4 - THE CONTRACT DOCUMENTS

The Contract Documents consist of all documents contained in Sections A through F, inclusive, of the bid specifications for this work, including but not limited to:

- Documents – Section A
  - Contract Agreement
  - Cost Schedule
  - List of Equipment and Materials Manufacturers
  - List of Subcontractors and Suppliers
  - Contractor's Statement Regarding Insurance Coverage
  - Insurance Requirements for Contractors
  - Payment (Labor and Materials) Bond (form of bond attached hereto or otherwise acceptable to Board)
  - Performance Bond (form of bond attached hereto or otherwise acceptable to Board)
  - The prevailing rate of per diem wages determined by the Director of the California Department of Industrial Relations
  - Notice to Proceed
  - Notice of Completion (form not attached hereto)
  - Standard Specifications for Public Works Construction (SSPWC, "the Greenbook") – 2009 Edition
  - Change Order (form not attached hereto)
  - Work Change Directives which may be delivered or issued after the Effective Date of the Agreement (form not attached hereto)
- General Provisions Modifications – Section B
- Special Provisions – Section C
- Design Drawings – Section D
- Project Permits and Plans – Section E

The Contract Documents and their provisions (whether or not copies are attached hereto) are incorporated by reference into this Contract Agreement as if set forth in full.

#### ARTICLE 5 - PAYMENT PROCEDURES

The Contractor shall submit applications for Payment for each calendar month in accordance with Section 9-3, Measurement and Payment as modified herein of the Standard Specifications (SSPWC). The payment application shall be submitted in spread sheet format acceptable to the Board. Applications for Payment will be processed by the Board as provided in the Standard Specifications. In accordance with Public Contract Code Section 22300, the Board will allow the substitution of securities for funds withheld to insure performance of all provisions of the Agreement.

#### ARTICLE 6 - NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

#### ARTICLE 7 - NO ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Any assignment of money shall be subject to all proper withholdings in favor of Board and to all deductions provided for in the Contract Documents. All money withheld, whether assigned or not, shall be subject to being used by the Board for completion of the work, should the Contractor be in default.

The Board and the Contractor each binds itself, and its partners, officers, directors, employees, successors, assigns, and legal representatives to the other party hereto, and their partners, officers, directors, employees, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

#### ARTICLE 8 - PREVAILING WAGES/LABOR CODE COMPLIANCE

The general prevailing rates of per diem wages and general prevailing rate for holiday and overtime work in the locality in which the work is to be performed have been determined by the Board. The general prevailing rates of per diem wages are hereby incorporated herein and made a part hereof. The Contractor agrees that he, or any subcontractor under him, will pay not less than the foregoing specified prevailing rates of wages to all workmen employed in the execution of the Contract.

Any contractor, who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for proposals or bids.

The Contractor further acknowledges the provisions of the California Labor Code applicable to this project.

Contractor covenants that it will comply with such provisions. These provisions include, but are not limited to, the levying of penalties for failure to pay prevailing wages (Labor Code Section 1775) or for workmen who are required or permitted to work more than eight hours in one calendar day and forty hours in one calendar week in violation of the Labor Code (Labor Code Section 1813); and the keeping and furnishing of accurate and certified payroll records (Labor Code Section 1776).

#### ARTICLE 9 - INDEMNITY OBLIGATIONS

A. Promptly upon execution of the Contract, Contractor specifically obligates itself and agrees to protect, hold free and harmless, investigate, defend and indemnify the U.S. Bureau of Reclamation ("Reclamation"), State of California, the Board, its members, and their respective officers, consultants (including the Board's Engineer and its Design Engineer, HDR Fisheries Design Center), directors, officials, employees and agents, from and against any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including without limitation attorneys' fees and expert witness fees and costs of litigation, which arise out of or are in any way connected with Contractor's or its subcontractors' or suppliers' performance of work under this Contract or failure to comply with any of the obligations contained in the Contract. To the fullest extent legally permissible, this indemnity, defense and hold harmless obligation of Contractor shall apply to any and all acts or omissions, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or any subcontractor or any of subcontractor's agents, employees, and representatives, resulting in claim or liability (including but not limited to death or bodily injury to, or damage to property of, Contractor or any subcontractor, person, firm, corporation, or supplier employed by the Contractor or subcontractor upon or in connection with the Work, either directly or by indirect contact), irrespective of whether or not any acts or omissions of any of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the indemnitees. This provision shall be construed in accordance with California Civil Code Section 2782 et seq. and notwithstanding any provision to the contrary in the Standard Specifications.

B. In any and all claims against the Board, Reclamation, and their consultants, and State of California, and each of their members, trustees, directors, officers, employees and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation of the amount or

type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes, or other insurance policies furnished by Contractor as required herein.

C. Contractors indemnity obligations within this Article 9 shall survive the expiration or completion of this agreement.

#### ARTICLE 10 - PAYMENTS AND PERFORMANCE BONDS

Contractor as part of its Contract Price, and prior to commencement of work, shall supply to the Board payment and performance bonds (each in the amount of 100% of the Contract Price). The payment bond shall meet all requirements of Civil Code Section 9550 and 9554 and shall be in a form satisfactory to the Board. The performance bond shall be in the form provided in these Contract Documents or as otherwise acceptable to the Board. The bonds provided by the Contractor must be issued by a California admitted surety insurer licensed to do business in the State of California (as set forth in California Code of Civil Procedure Section 995.010 et. seq.) and with a current A. M. Best's rating no less than A:VII or equivalent or as otherwise approved by Board.

#### ARTICLE 11 - EARLY TERMINATION OF CONTRACT

As referenced in Item 8 of the "Section C-Special Provisions-Technical" which are part of these specifications, the 59-foot prefabricated arch concrete bridge to be installed as part of the Work is a pre-purchased item to be delivered to the site of the Work on or before October 23, 2017 so as to provide sufficient time to timely complete the Work consistent with the time requirements of the Department of Fish & Wildlife, any other regulatory agencies with jurisdiction thereto, and with Section 6 of "Section B-General Provisions Modifications" and specifically Paragraph 6-7.1.2 thereto ("Contract Period"). The Board, in its sole discretion, (and without affecting any of its other right herein) may subsequently terminate this Contract, without penalty, due to time restrictions if the prefabricated bridge is not delivered to the site of the Work on or before October 23, 2017, or alternatively for any reason upon the Board's determination that such termination is in the Board's best interest.

If the Board elects to terminate the Contract in this circumstance, then notwithstanding any other provisions in these Contract Documents, such termination and the total compensation payable to the Contractor shall be governed by the following:

(1) The Engineer will issue Contractor a written notice specifying that the Contract is terminated. Except as otherwise directed in writing by the Engineer, the



Contractor shall:

A. Stop all work under the Contract except that specifically directed to be completed prior to acceptance. [Such work may include, but is not limited to, reestablishment of a road crossing at the site of the Work.]

B. Notify all of Contractor's subcontractors and suppliers that the Contract is being terminated and that their contracts and orders are not to be further performed unless otherwise authorized in writing by the Board.

C. Perform work the Engineer deems necessary to secure the Project for termination.

D. Remove equipment and plant from the site of the Work, as directed.

E. Take action that is necessary to protect materials from damage.

F. Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as Engineer may request.

G. Dispose of materials not yet used in the Work, as directed by Engineer. Contractor shall provide the Board with good title to all materials purchased by the Board hereunder (including materials for which partial payment has been made), and with bills of sale or other indicia of title for the materials.

H. Subject to the Engineer's prior written approval, settle all outstanding liabilities and claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the Board all the right, title and interest of the Contractor under such subcontracts or orders referenced herein.

I. Furnish the Engineer with any documentation required to be furnished by the Contractor in accordance with the Contract Documents.

J. Take any other actions required by Engineer.

(2) Termination of the Contract shall not relieve any surety of its obligations for just claims arising out of the work performed.

(3) The total compensation to be paid to Contractor shall be determined by the Engineer on the basis of the following:

A. The reasonable cost to Contractor, without profit, for all work performed under the Contract, including

mobilization, demobilization and work done to secure the Project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by sale of the materials, and for other appropriate credits against the cost of the Work. When in the Engineer's opinion the cost of a contract item of work is excessively high due to costs to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

B. A reasonable allowance for profit on the cost of the work as determined pursuant to subparagraph (A) herein, provided that the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the Contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of the cost.

C. The reasonable cost to the contractor of handling material returned to vendor(s), delivered to the site of the Work or disposed of as directed by the Engineer.

D. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to the termination of the Contract.

(4) All records of the Contractor and its subcontractors and suppliers necessary to determine compensation in accordance with these provisions shall be retained and open to inspection or audit by representatives of the Board at all times after issuance of the notice that the Contract will be terminated and for a period of three (3) years thereafter.

(5) After its acceptance of the Work, the Board may make payments on the basis of interim estimates pending issuance of the final estimate when, in the opinion of the Engineer, the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment of the final estimate, shall be subject to deductions for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

These provisions shall be included in any subcontracts.

#### ARTICLE 12 – LAWS, REGULATIONS AND PERMITS

Contractor, at its expense, shall give all notices and (unless otherwise provided herein) obtain all permits for the work required by law, and shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, orders and permit conditions pertaining to the conduct of the work, including but not limited to those regarding protection of the

environment. Contractor shall be liable for all violations of the law in connection with work furnished by Contractor. If Contractor observes that any drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the Board's authorized representative in writing and any necessary changes shall be made by written instruction or change order. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the Board's authorized representative, Contractor shall bear all costs arising therefrom.

#### ARTICLE 13 – SAFETY

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. Contractor shall designate, in writing, a responsible representative at the worksite whose duty shall be the prevention of accidents, and the maintenance and supervision of safety precautions and programs. This person shall be Contractor's Construction Manager unless otherwise designated in writing by Contractor.

In carrying out its work, Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and shall comply with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; first aid; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures. Contractor shall submit its Injury Illness Prevention Plan (IIPP) to the Board for approval prior to commencement of the Work.

If applicable, in accordance with Section 6705 of the California Labor Code, Contractor shall submit to COMB specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by COMB prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions

to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of the plan in no way relieves Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit his/her permit with the excavation/trench work safety plan to COMB before work begins.

If applicable, Contractor shall also comply with the provisions of California Public Contract Code Section 7104, which pertains to the digging of trenches or other excavations extending deeper than four feet below the surface and the discovery of hazardous waste or subsurface or unknown latent physical conditions differing materially from those ordinarily encountered. The provisions of Section 7104 are incorporated by reference herein as if set forth in full.

Pursuant to California Labor Code Section 6708, each Contractor and subcontractor shall maintain or make available adequate emergency first aid treatment for its employees, agents and representatives, sufficient to comply with the Federal Occupational Safety & Health Act (P.L. 91-596; OSHA). The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

Safety Measures and Public Convenience - Contractor shall provide for the protection of all persons and property as herein specified. Attention is called to "Construction Safety Orders: and General Safety Orders" of the California State Industrial Accident Commission to which Contractor is required by law to conform.

#### ARTICLE 14 – NO WAIVER

No failure by COMB in asserting any of its rights or remedies as to any default of Contractor shall operate as a waiver of the default, or any subsequent or other default by Contractor, or of any of the Board's rights or remedies. No such delay shall deprive COMB 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 thereof.

ARTICLE 15 - SEVERABILITY

If any provision of these Contract Documents shall be held void or unenforceable, such determination shall not affect the remaining provisions thereof, which shall continue in valid force and effect.

ARTICLE 16 - INCORPORATION OF APPLICABLE STATUTORY PROVISIONS

The parties agree that all provisions of law which apply to this Contract Agreement (even if not specifically included or referenced herein), and of the grant agreement set forth in Section 6.03.04, form a part of this Contract Agreement, are incorporated by reference herein as if set forth in full, and that Contractor shall comply with all such provisions.

ARTICLE 17 - CHANGES TO LAW

If any changes or modifications to applicable laws governing the Work are not specifically reflected in these Contract Documents, they are hereby deemed adopted and incorporated by reference herein, and shall supersede any provisions herein to the contrary.

ARTICLE 18 - VENUE

Any proceedings arising out of dispute(s) between the Board and the Contractor as to any provision(s) of this Contract Agreement shall occur within the County of Santa Barbara, State of California.

ARTICLE 19 - INCORPORATION OF GRANT PROVISIONS AND REQUIREMENTS

Contractor acknowledges that COMB will pay for a significant portion of the Work through a grant received by COMB from the California Department of Fish and Wildlife (Grant Agreement Number P1450011), or "grant agreement". Contractor agrees to comply with the provisions of this grant agreement applicable to Contractor's work. Specifically, without limiting the foregoing covenant, Contractor acknowledges and agrees to comply with the following: Grant Agreement Number P1450011—Section 6.03.04 (Tasks), including Task 4 thereto; Exhibit 1.a. Items 4 (audit) and 8 (Non-Discrimination Clause); Exhibit 2, Item 1 (Utilization of Small, Minority and Women's Businesses); Item 4 (Compliance with Federal Regulations); Item 6 (Standards for Financial Management System); Item 9 (Environmental Quality); and Item 11 (Single Audit Act); Item 12 (Federal Assurances). These provisions are incorporated herein by reference.

IN WITNESS WHEREOF, the BOARD and the CONTRACTOR have caused this Agreement to be executed the day and year first written above.

**CACHUMA OPERATION & MAINTENANCE BOARD**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

License No.: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**President of the Board of Directors**

\_\_\_\_\_

**Approved as to Form:  
Musick, Peeler and Garrett LLP**

**Agent for Service of Process:**

\_\_\_\_\_  
**Attorneys for Board**

\_\_\_\_\_

Principal:

Bond No.: \_\_\_\_\_

\_\_\_\_\_

Bond Type: \_\_\_\_\_

Bond Amount: \_\_\_\_\_

# CACHUMA OPERATION & MAINTENANCE BOARD

## BOARD MEMORANDUM

Date:	September 25, 2017
Submitted by:	Dave Stewart
Approved by:	Janet Gingras

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**SUBJECT:** Resolution No. 647 - Lake Cachuma Bathymetric Survey

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**SUMMARY:**

Due to the Whittier Fire and the potential for significant debris flows this winter, a new Area-Capacity table for Lake Cachuma (Bathymetric Survey) is planned to be conducted. The survey would be conducted prior to November 15<sup>th</sup> of this year to establish a baseline capacity. The most recent survey was conducted in 2013.

A request for proposals for the Lake Cachuma Bathymetric Survey was provided to three qualified consulting firms including MNS Engineers, the Wallace Group, and Northwest Hydraulics, Inc. As an optional phase to this project, costs associated with a secondary survey, which may be performed after a significant inflow season, were also requested with intention of comparing the two survey results. These two surveys will provide information related to the capacity loss at lake Cachuma due to inflow sedimentation.

Two firms, MNS Engineers, Inc. and the Wallace Group responded with proposals prior to the September 15, 2017 deadline. MNS Engineers performed the survey work in 2008 and the Wallace Group was engaged by Santa Barbara County Water Agency in 2013. Both firms are highly qualified to perform the requested work.

MNS Engineers Inc. presented a proposal with an initial survey cost of \$129,508 and a secondary survey cost of \$93,088. In comparison, the Wallace Group presented a cost proposal of \$145,360, and \$130,000 respectively. After review and consideration of each proposal, staff is recommending MNS Engineers, Inc. to conduct the Lake Cachuma bathymetric survey with an initial (phase I) amount of \$129,508 and, if warranted and authorized by COMB staff, a secondary (phase II) amount of \$93,088.

**FISCAL IMPACTS:**

The cost of the initial survey is \$129,508 which will require a budget adjustment since funds were not previously budgeted for this project in the current fiscal year. Unexpended funds identified from the Operations Division fiscal year 2016-17 special projects budget are proposed to be carried forward and utilized for this project. The secondary survey would be budgeted during fiscal year ending 2019, if warranted. Outlined below is the proposed budget adjustment.

**Proposed Budget Adjustment**

*FY 2016-17 Unexpended Funds*

<b>Account No.</b>	<b>Description</b>	<b>Budget Adjustment</b>
6136	Lake Cachuma Bathymetric Survey	\$ 130,000.00
6090	COMB Bldg/Grounds Repair	\$(130,000.00)

**COMMITTEE STATUS:**

The Operations Committee forwards the proposed budget adjustment and, through a resolution, the authorization for the General Manager to execute a Professional Services Agreement with MNS Engineers, Inc. for the Lake Cachuma Bathymetric Survey, to the Board with a recommendation to approve.

**RECOMMENDATION:**

The Board approve the proposed budget adjustment and adopt Resolution No. 647 which authorizes the General Manager to execute a Professional Services Agreement with MNS Engineers, Inc. for the Lake Cachuma Bathymetric Survey initial phase and, when warranted, implementation of the second phase.

**LIST OF EXHIBITS:**

- 1) Resolution No. 647
- 2) Professional Services Agreement

**RESOLUTION NO. 647**

**RESOLUTION OF THE GOVERNING BOARD OF THE  
CACHUMA OPERATION & MAINTENANCE BOARD APPROVING EXPENDITURES  
AND AUTHORIZING CONTRACT EXECUTION FOR THE  
LAKE CACHUMA BATHYMETRIC SURVEY**

**WHEREAS**, the Cachuma Operation & Maintenance Board (“COMB”) is a joint powers authority and public entity, organized and existing in the County of Santa Barbara in accordance with Government Code Section 6500 et seq., and operating pursuant to the 1996 Amended and Restated Agreement for the Establishment of a Board of Control to Operate and Maintain the Cachuma Project - Cachuma Operation And Maintenance Board, dated May 23, 1996 (“Amended and Restated Agreement”), as amended by an Amendment to the Amended and Restated Agreement made effective September 16, 2003 (collectively the “Joint Powers Agreement”); and

**WHEREAS**, the Member Agencies of COMB consist of the City of Santa Barbara, the Goleta Water District, the Montecito Water District, the Carpinteria Valley Water District (collectively herein the “South Coast Member Agencies”), and the Santa Ynez River Water Conservation District, Improvement District No. 1 (“ID No. 1”); and

**WHEREAS**, COMB operates and maintains Cachuma Project facilities pursuant to a Transfer of Operation and Maintenance Contract with the United States Bureau of Reclamation; and

**WHEREAS**, due to potential effects to Lake Cachuma caused by the Whittier Fire, it is necessary to generate a new area capacity table to determine sedimentation impacts and ultimate loss of storage to the facility; and

**WHEREAS**, a request for proposals was provided to three qualified consulting firms with a deadline to receive proposals of September 15, 2017; and

**WHEREAS**, a proposal has been received by MNS Engineers, Inc. to perform an initial bathymetric survey and optional secondary survey of Lake Cachuma, which has been reviewed by COMB staff, who recommend awarding the contract to MNS Engineers, Inc.; and

**WHEREAS**, on September 21, 2017, the Operations Committee reviewed the proposal by MNS Engineers, Inc. and considered the recommendation of COMB staff, and is thereby, recommending that the Board authorize the General Manager to execute a contract in an amount not-to-exceed \$129,508 for the initial survey and, when warranted, an amount not-to-exceed \$93,088 for the second survey; and

**WHEREAS**, it is in the best interest of COMB to enter into said contract;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF COMB AS FOLLOWS:**

1. The Governing Board finds and determines that the facts set forth in the above recitals and in the documents referenced herein are true and correct.

2. The Governing Board authorizes the General Manager to execute a contract with MNS Engineers, Inc. for the performance of the Lake Cachuma bathymetric survey in an amount not to exceed \$129,508 for the initial survey and, when warranted, an amount not-to-exceed \$93,088 for the second survey.

3. The Governing Board further authorizes COMB's officers and staff, including the General Manager, to continue to do all things necessary and appropriate, including, but not limited to, execution and delivery of necessary documents, the obtaining of applicable permits, and any other actions to construct and implement the Project using the approved expenditures.

4. This Resolution shall take effect immediately.

**PASSED, APPROVED AND ADOPTED** by the Governing Board of the Cachuma Operation and Maintenance Board, this 25<sup>th</sup> day of September 2017, by the following roll call vote:

**Ayes:**

**Nays:**

**Abstain:**

**APPROVED:**

\_\_\_\_\_  
President of the Governing Board

**ATTEST:**

\_\_\_\_\_  
Secretary of the Governing Board



# PROFESSIONAL SERVICES AGREEMENT CACHUMA OPERATION & MAINTENANCE BOARD

3301 Laurel Canyon Road  
Santa Barbara, CA 93105-2017  
Telephone (805) 687-4011 - FAX (805) 569-5825

Important terms of this **Professional Services Agreement** are printed on the following pages. For your protection, make sure that you read and understand all provisions before signing. The terms and conditions are incorporated in this document and will constitute a part of the contract between the parties when signed.

**TO: MNS Engineers, Inc.**  
201 N. Calle Cesar Chavez, Suite 300  
Santa Barbara, CA 93103  
(805) 692-6921  
[mreinhardt@mnsengineers.com](mailto:mreinhardt@mnsengineers.com)

**DATE: September 25, 2017**  
**PSA # 17-18-13**

## CONSULTING SERVICES – LAKE CACHUMA AREA CAPACITY TABLE (BATHYMETRIC SURVEY)

Cachuma Operation & Maintenance Board (“COMB”) retains MNS Engineers, Inc (Consultant), and Consultant agrees to provide services per its attached proposal (incorporated herein) dated September 15, 2017.

	<b>Initial Survey</b>	<b>Optional Survey (*)</b>	
Contract Price:	\$ 129,508.00	\$93,088.00	(Time and Materials, Maximum Not-to-Exceed)
Completion Date:	January 31, 2018	To be Determined	

(\*) Upon written authorization by COMB General Manager

**Instructions:** Please sign and return both originals along with the appropriate insurance documentation. Upon acceptance by the Cachuma Operation & Maintenance Board, a copy will be signed by its authorized representative, and promptly returned to you. Insert below the names of your authorized representatives.

**Accepted: Cachuma Operation & Maintenance Board, a Joint Powers Agency**

**Consultant:**

**MNS Engineers, Inc.**  
*(Business Name)*

By: \_\_\_\_\_  
Title: General Manager  
Other authorized representatives:  
David Stewart, Operations Divison Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
On-site representatives: \_\_\_\_\_

## CACHUMA OPERATION & MAINTENANCE BOARD

### PROFESSIONAL SERVICES AGREEMENT

#### TERMS AND CONDITIONS

**Scope of Services** - Consultant shall provide professional services to COMB, in accordance with its attached proposal, in a diligent and professional manner. Consultant warrants that its services shall be performed, within the limits prescribed by COMB, in a manner consistent with the level of care and skill ordinarily exercised by other professionals in similar circumstances at the time its services are performed.

**Task Orders** - If Consultant proposes to engage in one or more separate Task Orders, then the parties shall approve each such Task Order with a mutually-agreed upon scope of work attached as Exhibit "A" thereto. Each Task Order shall include a description of the services to be performed by Consultant, a maximum not-to-exceed cost to complete the services, the schedule for performance, and other terms and conditions the parties deem appropriate. No Task Order shall be binding or enforceable unless and until it has been properly approved and executed by both parties. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement, and subject to all of the terms of this Agreement unless otherwise noted in the Task Order. It is agreed that the parties are not required pursuant to this Agreement to enter into a minimum number of, or any, Task Orders.

**Term of Agreement** - Unless otherwise earlier terminated as specified elsewhere herein, this Agreement shall commence on the date first set forth above, and shall expire on the completion date set forth above.

**Authorized Representatives** - Consultant shall not accept direction or orders from any person other than COMB's General Manager or any COMB authorized representative(s) listed on the signature page hereto.

#### **Payment Terms** -

A. Consultant shall provide professional services on a time and materials basis, in accordance with Consultant's fees and costs schedule attached to its proposal or Task Order, for the maximum not-to-exceed amount stated herein or in the Task Order. The maximum not-to-exceed amount shall include all fees, costs and expenses to be paid to Consultant.

B. Invoices shall be submitted to COMB on a monthly basis. Invoices shall include the categories of Consultant's employees who perform services, the number of hours spent performing services, a description of the services, the hourly rate for each employee and the total compensation earned for that month. Upon COMB's request, Consultant shall include with the invoice a detailed verification, including accounting records and employee time records, of the work actually performed and costs incurred.

C. COMB shall pay Consultant within thirty (30) days after receipt of Consultant's invoices, with the exception of any disputed amount(s) which may be withheld until resolution of the dispute. If COMB has reasonable grounds for believing that Consultant will be unable to materially perform the services under this Agreement or any Task Order, or there exists or may exist a claim against Consultant or COMB arising out of the negligence or intentional acts of Consultant or Consultant's material breach of any provision of this Agreement, then COMB may withhold payment of any amount payable to Consultant which is directly related to such negligence or breach.

D. No payment made pursuant to 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 of Consultant's work.

**Changes To Work, Method, Cost, etc.** - Any change in the scope of work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work, will not be paid for or accepted unless such change, deletion or addition is approved in advance, in writing, or by a supplemental or amended Task Order executed by COMB's General Manager or authorized representative listed hereto.

**Independent Contractor** - The parties, in the performance of services under this Agreement, will be acting in an independent contractor relationship and not as agents, employees, or partners of one another. It is the express intention of the parties that Consultant is an independent contractor and not COMB's employee; and that the employees of Consultant, and any of Consultant's sub-consultants and their respective employees, are not COMB employees and are not entitled to any of the rights, benefits or privileges attributable to COMB employees. Consultant shall have control of the means, methods and details of performance of its work and services and shall only be subject to the general direction and supervision of COMB's General Manager or other authorized representative as set forth above to ensure the results contracted for are achieved.

**Writings And Reports** - Consultant agrees that no drafts, writings, reports, records, notes, data, work product, graphics, lists, images, information or communications (collectively "writings") developed, prepared or assembled by Consultant pursuant to this Agreement, or any information made available to Consultant by COMB, shall be revealed, disseminated, or made available by Consultant to any third party without the prior written consent of COMB, unless otherwise required by subpoena or applicable law.

#### **Termination of Agreement -**

A. Termination Without Cause. COMB at any time may terminate this Agreement or any Task Order for any reason, without cause and without penalty, upon providing to Consultant thirty (30) days' prior written notice of such termination. Such termination shall not relieve COMB from responsibility for payment for services rendered by Consultant prior to the date of termination, but shall relieve COMB of its obligations for full payment of compensation due under this Agreement or a Task Order for Consultant's services rendered after the notice of termination.

B. Termination With Cause. COMB may terminate this Agreement or any Task Order for

cause, effective immediately upon providing written notice to Consultant, based upon the occurrence of any of the following events: (1) material breach of this Agreement, Task Order or Task by Consultant; (2) abandonment or lack of diligence in performance of the work by Consultant; (3) cessation, revocation or expiration of any license needed by Consultant to provide services hereunder; (4) failure of Consultant to substantially comply with any federal, state or local law or regulation applicable to the work hereunder; (5) filing by or against Consultant of any petition under any law for relief of debtors; and (6) conviction of Consultant or its principal representative or personnel of any crime other than minor traffic offenses.

C. Reletting of Work. In the event of termination as provided in this section, COMB without penalty may relet the work to another Consultant or perform such work itself.

**Completed Work** - In the event of completion or early termination of this Agreement, Consultant shall at COMB's request promptly surrender and turn over to COMB all completed work, work in progress, and all writings (as defined in the preceding paragraph) developed, prepared, assembled or acquired by Consultant during the performance of its services hereunder. Consultant may retain copies of its work product as a part of Consultant's record of professional activity. COMB acknowledges that its use of any incomplete work shall be at its own risk.

**Examination of Records** - Consultant agrees that COMB shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant's writings, documents, papers and records, including accounting records, relating to or involving this Agreement.

**Indemnification** - To the fullest extent permitted by law, Consultant shall defend, indemnify and hold COMB and its Governing Board members, officers, employees and agents from and against:

A. All claims, damages, lawsuits, actions, costs, expenses, losses or liabilities (including reasonable attorneys' fees and costs incurred in litigation) (hereinafter collectively "claims") of any persons which arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or its sub-consultants or others for whom Consultant is legally liable, in the performance (or actual or alleged nonperformance) of professional services under this Agreement. Consultant's obligations regarding COMB's defense under this paragraph shall include only the reimbursement of COMB's reasonable defense costs incurred to the extent of Consultant's judicially determined negligence.

B. Other than in the performance of professional services, all claims arising out of the performance of services or furnishing of materials, including but not limited to claims by the Consultant or its employees or sub-consultants or their employees for damages to persons or property, to the extent and in proportion of Consultant's negligence, recklessness or willful misconduct related to services under this Agreement.

C. All actions, proceedings, damages, costs, expenses, penalties, fines, or liabilities, in law or equity, of every kind and nature whatsoever, arising out of, resulting from, or on account of any violation by Consultant of any applicable federal, state or local governmental law or regulation related to services under this Agreement.

D. Submission of insurance certificates or other proof of insurance shall not relieve Consultant from liability under these provisions. Consultant's indemnification obligations herein shall apply whether or not Consultant's insurance policies shall have been determined to apply to any such claims. These indemnification obligations shall survive the expiration or termination of this Agreement or any Task Order.

**Laws, Regulations and Permits** – Consultant, at its expense, shall give all notices and obtain all permits required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. Consultant shall be liable for all violations of the law in connection with work furnished by Consultant. If Consultant observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the COMB engineer in writing and any necessary changes shall be made by written instruction or change order. If Consultant performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to COMB, Consultant shall bear all costs arising therefrom.

**Safety** - Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. In carrying out his/her work, Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions or requirements under which the work is to be performed, and shall be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations.

**Liability Insurance** - Consultant shall provide and maintain at all times during the performance of the services under this agreement, the following commercial general liability, professional liability and automobile liability insurance:

**Coverage** - Coverage shall be at least as broad as the following:

- a. Coverage for Professional Liability appropriate to the Consultant's profession covering Consultant's negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement.
- b. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001) or insurer's equivalent.
- c. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).

**Limits** - The Consultant shall maintain limits no less than the following:

1. Professional Liability - One million dollars (\$1,000,000) per claim and annual aggregate.
2. General Liability - One million dollars (\$1,000,000) per occurrence for bodily

injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to COMB or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

3. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

**Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. COMB, its Governing Board members, officers, employees and agents are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of the activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by the Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to COMB, its Governing Board members, officers, employees, or agents.
2. For any claims related to the project, Consultant's insurance shall be primary insurance as respects COMB, its Governing Board members, officers, employees, or agents. Any insurance, self-insurance, or other coverage maintained by COMB, its Governing Board members, officers, employees, or agents shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to COMB, its Governing Board members, officers, employees, or agents.
4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Consultant, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to COMB.

Such liability insurance shall indemnify Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, Consultant or his/her sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury,

completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to COMB.

**Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by COMB.

**Acceptability of Insurers** - Insurance is to be placed with insurers having met current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by COMB.

**Workers' Compensation Insurance** - By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement.

**Workers' Compensation and Employer's Liability Insurance** - Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated by this Agreement or any Task Order, in accordance with the "*Workers' Compensation and Insurance Act*," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

**Evidences of Insurance** - Prior to execution of the agreement, Consultant shall file with COMB a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1 through 5.

Consultant shall, upon demand of COMB, deliver to COMB such policy or policies of insurance and the receipts for payment of premiums thereon.

**Continuation of Coverage** – If any of the required coverages expire during the term of this Agreement, Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to COMB at least ten (10) days prior to the expiration date.

**Sub-consultants** - In the event that Consultant employs other consultants (sub-consultants) as part of the services covered by this Agreement, it shall be Consultant's responsibility to require and confirm

that each sub-consultant meets the minimum insurance requirements specified herein.

**Notices** - All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed to the signatories of the parties as set forth above. Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

**Anti-Discrimination** - Consultant shall not exclude from its employment in the performance of this Agreement any person on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Consultant shall comply with all applicable local, state and federal laws relating to equal employment opportunity rights.

**No Assignment** - This Agreement is for personal services. Consultant shall not assign its duties or obligations hereunder without the prior written consent of COMB, which may be withheld by COMB for any reason in its sole discretion.

**No Waiver** - No failure by COMB in asserting any of its rights or remedies as to any default of Consultant shall operate as a waiver of the default, or any subsequent or other default by Consultant, or of any of COMB's rights or remedies. No such delay shall deprive COMB 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 thereof.

**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 herein shall remain in full force and effect and shall not be affected, impaired or invalidated thereby.

**Integration** - No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

**California Law** - This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Santa Barbara.

**COMB Employees** - Consultant agrees that no employee of COMB shall be employed by Consultant during the period this Agreement is in effect.

**This Professional Services Agreement shall become a valid contract only when accepted by Consultant, and subsequently by COMB, and together with the Consultant's Proposal shall constitute the entire agreement between the parties, with the terms, conditions and definitions set forth in this eight-page document governing and controlling the enforcement of that contract.**



**September 15, 2017**

Cachuma Operation and Maintenance Board  
**ATTN: Mr. David Stewart, Operations Division Manager**  
3301 Laurel Canyon Road  
Santa Barbara, CA 93105

**RE: Proposal for Consulting Services - Lake Cachuma Area Capacity Table (Bathymetric Survey)**

Dear Mr. Stewart:

MNS Engineers, Inc. (MNS) is pleased to provide this proposal for professional surveying services for the Lake Cachuma Area Capacity Table (Bathymetric Survey) for the Cachuma Operation and Maintenance Board (COMB).

## **I. Identification of Proposer and Executive Summary**

MNS has been conducting capacity surveys for reservoirs since 1991; we conducted the study and prepared the reports for Lake Cachuma in 2000 and 2008. In 2008, we enhanced the study by incorporating sidescan radar technology to the bathymetric survey for increased accuracy and increased coverage, as well as an aerial photogrammetric topographic map for better definition of the lake bed above waterline.

This year, we propose to incorporate the sidescan technology and improve the accuracy of the aerial map by using airborne LIDAR technology for the unsubmerged regions.

MNS has a team of consultants who have worked together on projects for over two decades. MNS will serve as prime consultant and project manager. Our subconsultant team includes:

- **Fugro Marine Geoservices Inc. (Fugro)** will provide the bathymetric data collection for the project. We have worked with Fugro on all of our previous studies and have an excellent working relationship with them. Fugro performed four bathymetric surveys of Lake Cachuma in 2000, 2004, 2008, and 2013.
- **Central Coast Aerial Mapping, Inc. (CCAM)** will provide the LIDAR mapping and surface model. We have worked with CCAM on hundreds of projects, including the 2008 Lake Cachuma project. We are always pleased with their exceptional work.

Our team has discussed the project in detail and determined the best approach to provide the desired accuracies and efficiencies. We are all committed to completing the work within the deadlines presented in the Request for Proposal (RFP).

## **II. Project Overview and General Technical Approach**

The project goal is to prepare a volume study report based upon current conditions of the lake bed from the lake bottom up to elevation 760 NGVD. The area of the lake at the 760 elevation is approximately 3,300 acres. The elevation of the lake at the anticipated time of this new survey is expected to be at approximately 700 feet following a 10-foot draw down that we understand is currently occurring. This means approximately 1,600 acres will be submerged, leaving 1,700 acres to be surveyed using aerial methods. We will incorporate swath bathymetry, single beam bathymetry, and airborne LIDAR mapping procedures. The data from these acquisition procedures will be merged and the required volumes determined for the report.

### III. Capabilities, Tools, and Processes

#### Survey Control Network

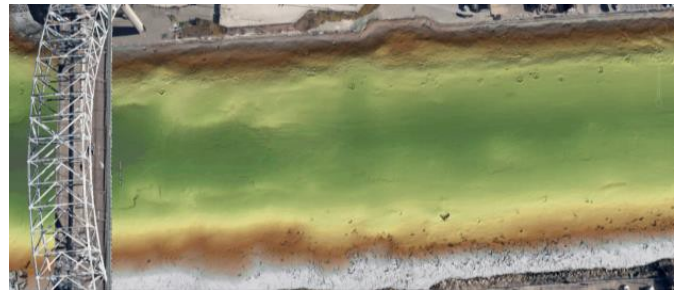
We will establish the Survey Control Network based upon NAD 83 horizontal datum using CORS GPS stations and checks to local HPGND horizontal control monuments, and the NAVD 88 vertical datum using HPGND and other published vertical control monuments. We will adjust the vertical to the dam datum (NGVD 29) by tying to the dam datum. All network control points will be established using static GPS survey methods to obtain accuracies of 1 cm horizontal and 1.5 cm vertical. Twenty aerial panels will be established using static GPS methods. A survey report will be prepared to identify the project datums, benchmarks, and control points.

#### LIDAR Mapping

The area above the water level will be mapped using airborne LIDAR. The LIDAR will be controlled with airborne GPS and adjusted to the 20 aerial panels. The flying level will be set to collect point data with 6 cm vertical accuracy and 16 cm horizontal accuracy. The point cloud will be processed to provide a 5-foot by 5-foot grid of points for the areas between the water level and the 760 level.

#### Bathymetric Survey

The lake bottom will be mapped using a 27-foot vessel with an R2Sonic multibeam swath bathymetry system in the areas with 10 feet or more of water depth. In areas of lower water level, a 17-foot skiff with an Odom CV100 single beam bathymetry system will be used. Horizontal position will be measured using differential GPS methods. The vertical position of all collected points will be based upon lake elevation at the time of the survey obtained from the dam keeper. A 15-foot by 15-foot grid of data points from the swath data and a minimum 15-foot by 100-foot of single beam data will be prepared. A detailed description of systems and processes for the bathymetric survey is attached in Appendix A.



All vessels will adhere to the aquatic invasive species protocol as mandated by the County of Santa Barbara.

#### Data Processing

Data from the bathymetric survey and LIDAR survey will be merged and reviewed for accuracy and completeness. A 3D surface model will be produced and one-foot contour interval lines will be produced from the model. The area for each one-foot from the bottom of the lake to the 760 elevation will be determined and entered into an Excel spreadsheet to calculate the volume for each one-foot of water. This process requires the important task of identifying islands, submerged or above water, with areas that must be subtracted from the outside area of a given contour. In our previous mapping for Lake Cachuma, we found there were multiple areas totaling over 100 that required careful identification and listing to ensure accurate reporting of volumes.

The volumes for each one-foot of water level will be entered into a spreadsheet to interpolate the volumes for every 0.01 foot of surface elevation.

#### Report

We will prepare a report to identify the basic processes used, dates of surveys, and general conditions. The report will contain the contour map showing 10-foot contour intervals, a table identifying the area and cumulative volume for each one-foot of surface elevation, area comparisons to the 2013 survey, and elevation/capacity charts for each 0.01 foot of elevation.

We will also provide an Excel file containing this data along with a customized sheet where the lake level can be entered into a box and the volume for that level will appear in another box. A third box will report the entered elevation in NAVD 88 datum.

Final deliverables include:

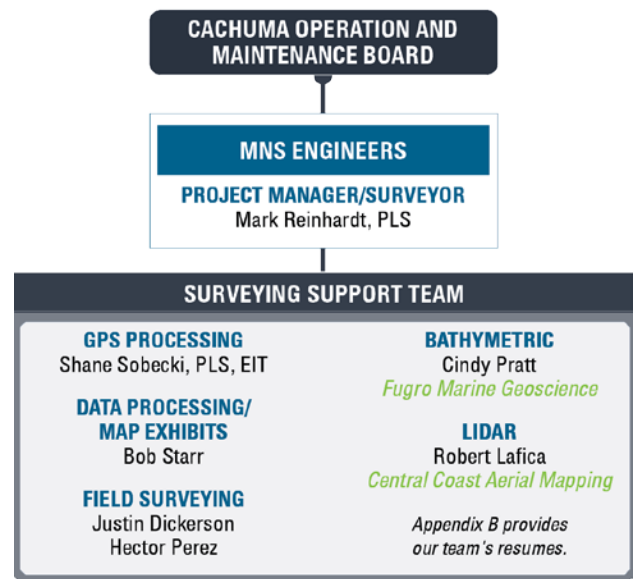
- Six hard copies and one PDF format of the final report
- Elevation-Capacity and Elevation-Area Tables in Excel format
- Data Interface Sheet in Excel and Conversion to NAVD 88
- Composite topographic map with 10-foot contours in hard copy and PDF format
- AutoCAD file of topographic map
- Survey Control Report

#### IV. Statement of Staff Qualifications

##### Key Staff

##### Mark Reinhardt, PLS, Project Manager/Surveyor

Mr. Reinhardt has managed hundreds of aerial topographic mapping projects throughout his career. Mark was selected in 1991 by the City of Santa Barbara to devise a standardized method for accurately mapping the lake bottom of their primary reservoir, Gibraltar Reservoir, and a standardized reporting method. He has conducted this survey and report every three years since that time. In addition, Mark has managed projects combining various data resources and mapping methods such as aerial topographic data with bathymetric data. He has incorporated LIDAR data into other mapping to enhance the accuracy. Mark has also conducted and managed topographic data collection for ground-based topographic maps, shallow water mapping in creeks, and data to be used for assuring the accuracy of remote-sensing derived maps. He has extensive experience in mapping utilities, property boundaries, easements, and in the best-fit preparation of utility maps using atlas information combined with field-surveyed elements. **Mark has personally managed approximately 18 volume studies for reservoirs in Southern California.**



##### Cindy Pratt, Bathymetric Services (Fugro)

With 19 years of experience in geophysical and hydrographic surveying as well as marine positioning, Ms. Pratt has amassed a broad range of experience that includes operating geophysical recording devices, seafloor mapping systems, positioning systems, and navigational programs for proposed pipeline and cable routes, debris mapping and recovery, tunnel expansions, levee evaluations, beach profiles, and harbor dredging.

##### Robert Lafica, LIDAR Services (CCAM)

Mr. Lafica supervises and oversees all phases of photogrammetric mapping which includes aero-triangulation, compilation, editing, and digital orthophoto production. Robert also reviews all of the final editing and orthophotos for all projects, and ensures they are completed within the scheduled time frame. He has over 20 years of experience in the field of Photogrammetry. His experience includes AutoCAD, Microstation, and Civil 3D; and diverse knowledge in orthophoto production and photogrammetry software.

## V. Related Project Experience

**Bathymetric Survey of Lake Cachuma—Cachuma Operation and Maintenance Board.** The project team of MNS, Fugro, and Central Coast conducted this comprehensive volume study in 2008. The survey was conducted following the Zaca Fire which produced a large volume of extraordinary deposits into the local rivers and streams. An aerial map of the banks of the lake from the water level of 750.5 feet up to the 780 foot level was prepared to better define the then current basin configuration. Swath bathymetry was also incorporated to improve lake bed accuracy and a significantly denser point data base to create the lake bed surface model. These two data sets were combined and a surface model created. Areas for each one foot contour were measured and entered into customized tables that calculate volumes for each one foot of elevation and then interpolate volumes for each 0.01 foot of elevation. *Date: 2008.*



**Bathymetric Survey of Gibraltar Reservoir—City of Santa Barbara.** The Gibraltar Reservoir serves the City of Santa Barbara via the four-mile Mission Tunnel built in the early 1900s. The reservoir is located in a remote area behind the front range of mountains behind the City of Santa Barbara. Because of the high potential for sediment accumulation in the lake, the management document for this reservoir requires a bathymetric study be performed every three years to monitor the sedimentation and related capacity. MNS has teamed with Fugro since 1992 to perform this service. Fugro provides the bathymetric data and MNS prepares the maps and reports. To date, we have provided 11 reports, two of which were performed as special interim studies immediately following significant inflow events. In 2013, CCAM participated in the study providing a much needed aerial update to better define the lake bed above water level. *Date: 1992-2017.*



**Mockingbird Canyon Lake Base Map and Volume Surveys—City of Riverside.** The City of Riverside required a sediment removal program for the Mockingbird Canyon Lake. The City specified that a base map be prepared to cover the 100-acre basin, including the lake bottom, which has a 12-acre footprint, with one-foot contour interval accuracy.



MNS conducted a bathymetric survey for the lake bottom and a low-level aerial for the contours. Because a significant portion of the project is covered with thick trees and brush, it would take several weeks of ground surveying to acquire sufficient data to meet the one-foot accuracy requirement. Instead, we deployed a LIDAR mission to map the entire area, then conducted a ground survey into the heavy brush areas to confirm the LIDAR data. The LIDAR and bathymetric data were incorporated into the aerial mapping to create a one-foot contour interval map. Survey control was established using GPS static methods. Control for the LIDAR was airborne GPS coupled with ground-based GPS. The property boundary was defined by deed descriptions and exceptions. Although a formal boundary survey was not required, MNS was able to compile the boundary descriptions and fit them to the monumentation of the surrounding recorded maps. The final base map was a much superior product than it would have been if only using LIDAR or aerial, and at a significantly lower cost than using all ground survey methods.

Following the preparation of dredging options by MNS, the City decided the best option was to drain the lake and excavate sediment using heavy equipment instead of dredging. MNS conducted three laser scanning sessions to determine the pre-construction surface, the mid-construction surface, and the final excavated surface. We then calculated the quantities removed which was the basis for payment to the contractor. *Date: 2012-2014.*

## VI. Project Schedule and Estimated Time for Completion

Task	Date
Notice to Proceed	September 25, 2017
Vessel Inspection	October 2, 2017
Aerial Survey Flown	October 15, 2017
Bathymetric Survey Field Completed	November 10, 2017
Draft Report Completed	January 10, 2018
COMB Comments Completed	January 19, 2018
Final Report Delivered	January 26, 2018

## VII. Cost of Services

### Cost Proposal

MNS proposes to provide surveying services as outlined in Section III and estimates the total service fee to be **\$129,508**.

### Optional Secondary Survey

In the event of a significant inflow during the 2017/2018 rainy season, MNS proposes the same team to provide a volume study in the same manner as described in this proposal with the exception of aerial LIDAR mapping. If COMB requests a subsequent survey to be completed, there will be a considerable amount of scope overlap resulting in a significant cost savings for this option. The deliverables will be the same; the cost will be **\$93,088**.

### In Closing

As a local team with unique relevant experience, we look forward to working with you and to providing excellent service on this project. Please contact me at **805.692.6921** or at **mreinhardt@mnsengineers.com** if you have any questions or need any additional information. Thank you for your consideration.

Sincerely,  
**MNS Engineers, Inc.**



Mark E. Reinhardt, PLS  
Vice President

### **3. BATHYMETRIC SURVEY EXECUTION**

For this project Fugro proposes to collect the required multibeam bathymetry data where water depths are 10 feet or more within the proposed survey area utilizing our 27' purpose built survey vessel mobilized with an R2Sonic Multibeam swath bathymetry system. In areas where water depths are 10 feet to 3 feet Fugro proposes to utilize our 17' skiff mobilized with an Odom CV100 singlebeam bathymetry system.

The multibeam swath bathymetry system will provide complete bottom coverage throughout the survey area where water depths are greater than 10 feet and singlebeam coverage in water depths less than 10 feet and greater than 3 feet. Survey line spacing and orientation for singlebeam bathymetric data acquisition will be determined onsite depending on existing conditions such as layout and size of area to be surveyed, however a minimum of 100 foot spacing between lines will be maintained with soundings at a minimum of one every foot.

#### **3.1 Marine Survey Methodology**

Fugro understands that survey system technologies continually evolve and the company is committed to use of Best Survey Technology (BST) in ways that address the project-specific needs to satisfy the objectives of reliable detection and accurate evaluation of site conditions. Innovative survey and data processing technologies are also used. Fugro has therefore have planned our survey program, using modern, innovative survey techniques, and equipment.

Fugro will furnish the survey personnel, equipment, services and indirect materials necessary for the performance of the survey. Specification sheets for all proposed geophysical equipment are provided in Appendix A. Fugro will provide the following personnel and equipment systems:

- Professional Hydrographer oversight of the project;
- Survey Vessels;
- DGPS Positioning System;
- Applanix POS MV GPS/Inertial Navigation System;
- R2Sonic 2024 Multibeam Echosounder System (or Teledyne Reson 7125);
- Odom CV-100 Singlebeam Echosounder System (or equivalent);
- AML Sound Velocimeter (or equivalent);

#### **3.2 Survey Vessels**

We are proposing to conduct the survey operations from Fugro's 17-foot skiff and 27-foot purpose built survey vessel. The vessels will be fully outfitted at Fugro's facility in Ventura and transported to the work site ready for deployment by the hydrographic survey crew.



**Figure 2: Fugro’s Survey Skiff acquiring Single-beam Echosounder Data, and the M/V Julie Ann acquiring Multibeam Data.**

California Department of Parks and Recreation has an objective to prevent the spread of Quagga and Zebra Mussels. The County of Santa Barbara Community Services Department Parks Division has increased protection from aquatic invasive species at Cachuma Lake. Staff will be enforcing a 30-day vessel quarantine on all trailered vessels entering Cachuma Lake. All quarantined boats that have passed a visual inspection may receive a security Boat Launch Tag for a period of no less than 30 consecutive days prior to being permitted to launch. To meet the client’s requirement of having the field work completed by November 15, 2017, an inspection must be conducted no later than October 15, 2017.

### **3.3 Navigation**

#### **3.3.1 Positioning**

Horizontal positions will be acquired with a POS MV system. A Differential GPS unit (DGPS) transmits corrections to the POS MV system onboard the survey vessel to improve horizontal positioning.

Position data will be used in real time to provide navigation information to the vessel operator. A preliminary coverage plot with survey information will be generated in real time to show survey coverage. The helmsman will be presented with a plan view of the survey area with the vessel position and track. A color-coded swath of the water coverage will also be painted to the screen and used to navigate the survey vessel to fill the area.

Vertical datum will be referenced to lake elevations, which will be provided by the client for the time of the survey.

#### **3.3.2 Inertial Motion Reference System**

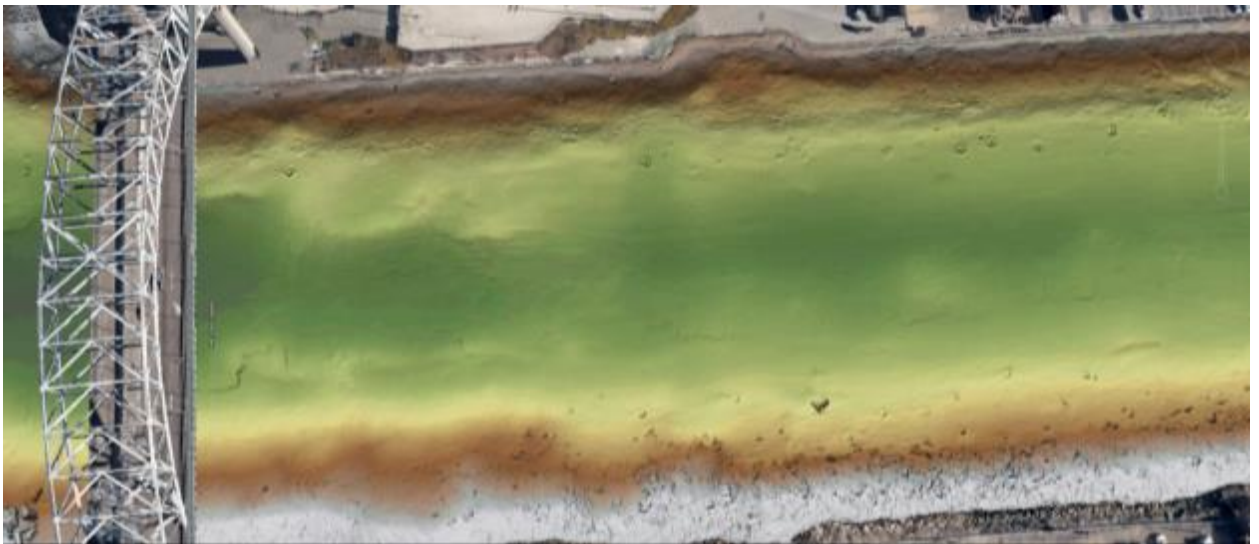
The Applanix POS MV 320 GPS Inertial Motion Reference System delivers full 6 degrees-of-freedom position and orientation solutions for marine survey vessels at a rate of 200 Hz ensuring that accurate position data is available continuously, even during interruptions to the GPS or DGPS signal. The POS MV outputs all motion variables at high rate: Position, Velocity, Heave, Roll, Pitch, True Heading, Acceleration Vectors, and Angular Rate Vectors. The system combines GPS/DGPS with rugged high-quality inertial

sensors. The system measures true heading together with roll and pitch to 0.05-degree accuracy or better under dynamic conditions including hard turns and rapid acceleration or deceleration with heave accuracy of 5 cm or 5% all in real-time.

### 3.4 **Multibeam Echosounder**

Fugro will utilize the R2Sonic 2024 multibeam system which work on user selectable frequency ranges making them adaptable to a wide range of survey depths and conditions. The frequency can be selected during line operations without having to shut down the sonar system or change hardware or halt recording data. This system produces a user selectable swath width of 10° to 160° using all 256 beams; the desired angle can also be selected during operations. The selected swath angle can also be rotated port or starboard, whilst recording, to direct the highly-concentrated beams towards the desired target.

The Multibeam system will output digital depth data to the Hypack/Hysweep acquisition system where it will be stored with navigation data, motion sensor data, and heading data then applied in post processing.



**Figure 3: Example of Multibeam data showing tires on the channel bed (top side) and cobble and debris (bottom side)**

### 3.5 **Singlebeam Echosounder**

Fugro will utilize a Teledyne Odom Echotrac CV100 survey grade digital singlebeam echo sounder. This system provides highly accurate single-beam profiling depth data below the vessel. The Odom CV-100 echo sounder collects digital profile records as well as digitized depth information for output to the navigational computer. Digital depth data is logged directly to the navigation computer along with date, time, and position for post processing and mapping. The GNSS antenna is mounted directly above the singlebeam transducer resolving any offset issues.



### **3.6 Sound Velocimeter**

An AML Smart Probe velocimeter (or equivalent) lightweight, rugged, intelligent profiler will be used to record high-resolution sound velocity profiles of the water column to calibrate the multibeam echosounder survey. Sound velocity is measured directly using an acoustic time of flight sensor rather than calculated from CTD measured parameters, critical for obtaining accurate range corrections for hydrographic surveys.

### **3.7 Field Review of Data**

Fugro shall perform a field review of the geophysical survey data to ensure complete coverage as required for the project and shall advise the client if conditions (such as safety) have prevented completion.

## Mark Reinhardt, PLS

### Project Manager/Surveyor

#### Firm

- MNS Engineers

#### Areas of Expertise

- Land surveying project management
- Municipal survey services
- Right-of-way services and documents
- Caltrans standards

#### Years of Experience

- 32

#### Licensing

- Professional Land Surveyor, CA No. 6392

#### Education

- BS, Geology, University of Montana, Missoula, MT
- AS, Land Surveying, Flathead Valley Community College, Kalispell, MT

#### Affiliations

- American Congress on Surveying and Mapping
- American Council of Engineering Companies
- California Land Surveyors Association
- International Right of Way Association

Mr. Reinhardt has significant career experience in land surveying and oversees all of the firm's surveying activities. Along with managing a full range of survey services, Mark is the contract City Surveyor for the Cities of Buellton, Carpinteria, Greenfield, Malibu, and Salinas. His responsibilities include reviewing all parcel maps, tract maps, lot line adjustments, and other land development projects. He is also knowledgeable and experienced in preparing resolutions and back up data for roadway vacations and other special projects related to City real estate projects.

Mark has extensive expertise in right-of-way engineering and has prepared design surveys, right-of-way maps, appraisal maps, deeds, and legal descriptions for several State Highway projects using Caltrans standards. He is very effective in coordinating the needs of various agencies on a project. His experience includes:

**Cachuma Reservoir Bathymetric and Aerial Mapping, Cachuma Operations Maintenance Board, CA. *Project Manager.*** Managed by the Cachuma Operations Maintenance Board, the Cachuma Reservoir spans 3,293 acres. This project required preparing a project base map by conducting an aerial topographic mapping project and a bathymetric survey of the lake bed and combining the data into one, seamless elevation model. MNS developed one-foot contours from the model to create elevation vs. capacity and elevation vs. area tables. Responsibilities included managing the project, coordinating with the aerial mapping consultant and the bathymetric mapping consultant, and overseeing the survey control, base map preparation, and project report preparation.

**Gibraltar Reservoir Bathymetric Surveys, City of Santa Barbara, CA. *Principal Land Surveyor/Project Manager.*** Since 1992, MNS has performed a bathymetric survey for Gibraltar Lake to monitor the sedimentation every three years. This project involves contracting for the bathymetric mapping portion, conducting ground survey mapping in the upstream area which changes significantly every three years, and incorporating the data into a seamless one-foot contour map. We prepared a project report showing the existing conditions and comparing them to the previous mapping completed three years prior.

**Mockingbird Canyon Lake Bathymetric Survey and Preliminary Dredging Design Report, City of Riverside, CA. *Principal-in-Charge/Project Manager.*** This project determined the amount of sediment deposited since the construction of the Lake, performed a sediment removal operation, and restored the Lake to its certified capacity of 1,250 acre feet. Project elements included compiling the LiDAR survey for the 100-acre site, bathymetric survey of the lake bottom, conventional aerial survey, ground-based survey, and utility location survey. This project required researching and compiling property boundary, easements, utility atlas information, and field utility locations to incorporate into the project.

**Goleta Slough Dredging Monitoring, County of Santa Barbara, CA. *Project Manager.*** For several years, Mark has managed the surveying for the dredging project of three tributary streams to the Goleta Slough. MNS mapped the streams using a sea kayak, RTK GPS, and conventional survey total stations to determine the level of current siltation. Cross-sections were surveyed every 50 feet and sections were drawn showing the level of sediment compared to the idealized channel cross-sections. The volumes determined were used in the grant application. During the dredging operation, MNS was on call to provide pre- and post-dredging surveys to determine the amount of siltation removed which dictates the payment to the dredging contractor.

**Reservoir Mapping Projects, CA. *Principal Land Surveyor/Project Manager.*** Mark has managed the mapping and preparing the reports for the 30-acre Lauro Canyon Reservoir in Santa Barbara for the Cachuma Operations Maintenance Board, the 133-acre Jameson Lake for the Montecito Water District, and another survey of the Cachuma Reservoir in 2000.

## Shane Sobecki, PLS

### Supervising Project Surveyor

#### Firm

- MNS Engineers

#### Areas of Expertise

- Land surveying
- Construction surveying
- Topographic survey and mapping
- Boundary surveys
- ALTA/ACSM surveys
- Right-of-way engineering
- Legal descriptions
- Easements

#### Years of Experience

- 15

#### Licensing

- Professional Land Surveyor, CA No. 9041
- Engineer-in-Training, CA No. 141294

#### Education

- BS, Civil Engineering, California State University, Chico, CA

Mr. Sobecki has over 15 years of significant experience in land surveying. As Supervising Project Surveyor, Shane plays a substantial role in assisting the Survey Project Managers to prepare and complete the firm's survey projects. He has over a decade of experience in private and public sector projects in the southern California area. His land surveying background includes tentative subdivision mapping, final maps, site plans, easements, legal descriptions, annexation exhibits, topographic mapping, records of survey, boundary surveys and right-of-way (R/W) retracements. Shane has proficient knowledge in the use of AutoCAD and other surveying software. His experience includes:

#### **Mockingbird Lake Base Map and Quantities Survey, City of Riverside, CA. *Project Surveyor.***

The City of Riverside required a one-foot accuracy topographic base map for a sediment removal program for the Mockingbird Canyon Lake. MNS conducted a bathymetric survey for the 12-acre lake bottom and a low level aerial of the 100-acre property. Because a significant portion of the project is covered with thick trees and brush, we deployed a LiDAR mission to map the entire area, then a ground survey was conducted into the heavy brush areas to confirm the LiDAR data. The LiDAR and bathymetric data were incorporated into the aerial mapping to create a one foot contour interval map. Survey control was established using GPS static methods. Control for the LiDAR was airborne GPS coupled with ground based GPS. The final base map was a much superior product than it would have been if only using LiDAR or aerial, and at a significantly lower cost than using all ground survey methods. The lake was subsequently drained and sediment was excavated using heavy equipment. MNS conducted three laser scanning sessions to determine the pre-construction surface, the mid-construction surface, and the final excavated surface. We then calculated the quantities removed by comparing the surfaces. A map and report was prepared and used as the basis for payment to the contractor.

#### **Las Vegas/San Pedro Creek Improvements, County of Santa Barbara, CA. *Project Surveyor.***

Responsible for providing boundary, right of way, and flood control easement retracement for the flood impact analysis of the creeks. Preparation required horizontal and vertical control for field crews, structure surveys for bridges, creek cross sections, aerial topographic base map, and ortho-photo. Other project requirements included a topographic survey of the proposed flood wall and berm area.

#### **Goleta Slough Dredging Monitoring, County of Santa Barbara, CA. *Project Surveyor.***

MNS has managed the surveying for the dredging project of three tributary streams to the Goleta Slough. We mapped the streams using a sea kayak, RTK GPS, and conventional survey total stations to determine the level of current siltation. Cross-sections were surveyed every 50 feet and sections were drawn showing the level of sediment compared to the idealized channel cross-sections. The volumes determined were used in the grant application. During the dredging operation, MNS was on call to provide pre- and post-dredging surveys to determine the amount of siltation removed which dictates the payment to the dredging contractor.

#### **Ekwill Street and Fowler Road Extensions and Roundabouts, City of Goleta, CA. *Project Surveyor.***

This \$16.7M project designs two new roadway corridors to improve traffic flow within the City of Goleta between State Route 217 and the Santa Barbara Municipal Airport. This project also involves two new roundabouts at the Hollister Avenue/State Route 217 interchange and a new bridge over San Jose Creek. Shane managed the ground based survey and monument recovery to assist in the right-of-way engineering for the project. He also assisted in the retracement of 41 parcels, 10 roadway and highway segments, and numerous easements along with the preparation of approximately 45 legal descriptions and plats for acquisition. In addition, Shane prepared three records of survey to be used as references for the various legal descriptions and easements along the new roadways. The combined length of corridor improvements is 1.7 miles.

#### **CAMSAN Mass Annexation Project, City of Camarillo, CA.**

Shane was responsible for preparing annexation exhibits and legal descriptions for over 300 parcels being added to the Camarillo Sanitary Sewer District. He worked with city engineers and county employees to obtain necessary documents for completion of the annexation legal descriptions. He also met the requirements and guidelines of the County of Ventura and LAFCO (Ventura Local Agency Formation Commission).

## Bob Starr

### Supervising CADD Technician

#### Firm

- MNS Engineers

#### Areas of Expertise

- Topographic mapping
- ALTA maps
- Construction survey
- Aerial control survey
- GIS applications

#### Years of Experience

- 29

#### Education

- BS, Geography with emphasis in GIS, University of California, Santa Barbara

Mr. Starr has nearly 30 years of experience in land surveying including six years as a party chief working in Santa Barbara, Ventura, Los Angeles and San Luis Obispo counties. Bob's range of surveying experience includes boundary, topographic, ALTA, construction, seismic and aerial control surveys. He has worked for the private and public sectors including work on US Air Force and US Naval bases. During the past ten years, Bob has dedicated himself to computerized mapping and GIS systems and their applications within the land surveying and civil engineering fields. His responsibilities include helping in the development of the firm's GIS capabilities and increasing the capacity for producing high quality computerized land surveying and civil engineering maps. Bob has provided all of the construction layout pre-calculations for roads, bridges, four-story hospital buildings, and processes all topographic and as-staked field data. His experience includes:

**Cachuma Reservoir Bathymetric and Aerial Mapping Project, County of Santa Barbara, CA.** *Supervising CADD Technician.* This project was conducted for the Cachuma Operations Maintenance Board (COMB) who manages the 3,293 acre reservoir. MNS was the prime consultant. The project requirements were to prepare a project base map by conducting an aerial topographic mapping project and a bathymetric survey of the lake bed and combining the data into one, seamless elevation model. One-foot contours were developed from the model and elevation vs. capacity and elevation vs. area tables were developed. Bob provided CADD drawings and assisted with the volumetric tables for this project.

**Gibraltar Reservoir Bathymetric Surveys, City of Santa Barbara, CA.** *Supervising CADD Technician.* A bathymetric survey is performed every three years for the Gibraltar Lake to monitor the sedimentation. Beginning in 1992, MNS has provided the mapping and project report every three years. The project involves contracting for the bathymetric mapping portion, conducting ground survey mapping in the upstream area which changes significantly each three years, and incorporating the data into a seamless one-foot contour map. A project report is prepared showing existing conditions and comparing them to the previous mapping three years prior. Bob provided CADD drawings for this project and mapped the areas for contours to be inserted into the spreadsheets for volume and area calculations.

**Twitchell Dam and Reservoir, Various Projects, Santa Maria Valley Water Conservation District, CA.** *Supervising CADD Technician.* MNS has supported the Santa Maria Valley Water Conservation District for over 10 years. Bob provided CADD drawings for the following Twitchell Dam and Reservoir projects:

- **Twitchell Reservoir Survey and Sedimentation Study and Update of Reservoir Capacity Tables, CA.** MNS provided the aerial contour map of the 6,211 acre basin at 1"=100' with two-foot contour intervals; calculations and updated Reservoir Capacity Tables, graph, and chart, and demonstrated in multiple exhibits the sedimentation impact on storage in the basin.
- **Cuyama River Channel Emergency Restoration and Sediment Removal Project at Twitchell Dam, CA.** MNS provided topographic mapping, channel design, sediment stockpiling and dewatering plans, soils analysis, construction management and inspection, and construction staking.

**Mockingbird Canyon Lake Bathymetric Survey and Preliminary Dredging Design Report, City of Riverside, CA.** *Supervising CADD Technician.* The intent of the project is to determine the amount of sediment deposited since construction of the Lake and to perform a sediment removal operation and to restore the Lake to its certified capacity of 1,250 acre feet. The project scope also includes compiling of the LIDAR survey for the site, the bathymetric survey of the lake bottom, the conventional aerial survey, the ground-based survey, and the utility location survey. This project required research and compilation of the property boundary, easements, utility atlas information and field utility locations to be incorporated into the project base map. Bob provided CADD drawings for this project.



## Cindy Pratt

### Fugro Project Manager

#### Firm

- Fugro Marine Geoservices

#### Areas of Expertise

- Offshore surveying
- Geophysical and hydrographic surveying
- Marine positioning

#### Years of Experience

- 19

#### Education

- BS, Geography with emphasis in GIS, University of California, Santa Barbara

Ms. Pratt has been an offshore surveyor with Fugro since 2002 and serves as the Operations Manager for Ventura's offshore survey programs. With 19 years of experience in geophysical and hydrographic surveying as well as marine positioning, Cindy has amassed a broad range of experience that includes operating geophysical recording devices, seafloor mapping systems, positioning systems, and navigational programs for proposed pipeline and cable routes, debris mapping and recovery, tunnel expansions, levee evaluations, beach profiles, and harbor dredging. She has 15 years of field management experience on seismic projects, geophysical surveys, and hydrographic surveys. Her responsibilities also include the oversight and management of staff, reporting, safety documentation, quality assurance review and documentation, data analysis, mosaic construction, and charting. Abbreviated list of experience includes:

- **Las Virgenes Reservoir, Las Virgenes Municipal Water District, CA.** Fugro provided multibeam bathymetry and single beam bathymetry. *Date: 2017.*
- **Lake Gibraltar, County of Santa Barbara, CA.** Fugro supported MNS in providing single beam bathymetry. *Date: 1995, 1998, 2001, 2004, 2007, 2009, 2010, and 2017.*
- **Elderberry Forebay, City of Los Angeles, CA.** Fugro provided multibeam bathymetry, sidescan sonar, and subbottom profiling. *Date: 2016.*
- **Lake Piru, United Water Conservation District, CA.** Fugro provided multibeam bathymetry. *Date: 1985, 1996, 2005, 2010, and 2015.*
- **Lake Cachuma, County of Santa Barbara, CA.** Fugro provided multibeam bathymetry. *Date: 2004, 2008, and 2013.*
- **Twitchell Reservoir, County of Santa Barbara, CA.** Fugro provided single beam bathymetry. *Date: 2012.*
- **Mockingbird Canyon Lake, City of Riverside, CA.** Fugro provided single beam bathymetry. *Date: 2012*
- **California Aqueduct, California Department of Water Resources, CA.** Fugro provided multibeam bathymetry, dynamic laser scanning, sidescan sonar, and subbottom profiling. *Date: 2012.*



## Robert Lafica

### CCAM Project Manager

#### Firm

- Central Coast Aerial Mapping

#### Areas of Expertise

- Photogrammetric mapping

#### Years of Experience

- 21

#### Certifications

- Certified Photogrammetrist No. 1241

#### Education

- AS, Cuesta College, CA

Mr. Lafica supervises and oversees all phases of photogrammetric mapping which includes aero-triangulation, compilation, editing and digital orthophoto production. Robert also reviews all of the final editing and orthophotos for all projects, and insures that they are completed within the scheduled time frame.

Robert has over 20 years of experience in the field of Photogrammetry. His experience includes AutoCAD, Microstation, and Civil 3D. He also has diverse knowledge in orthophoto production and photogrammetry software, and considerable mapping experience with Caltrans standard specifications. Further, Mr. Lafica has improved the firm's editing software by programming custom lisp routines which has expedited their editing and compiling time. His experience includes:

**Thienes Engineering, Inc. *Photogrammetric Supervisor.*** CCAM performed numerous mapping projects for Thienes Engineering at a scale of 1"=20', 1'Cl, during the course of many years in the Southern California area. Responsibilities included coordinating and overseeing all phases of the project, consisting starting with aero-triangulation, photogrammetric compilation, and digital orthophotography on an as needed basis.

**Lake Piru Mapping, Fugro Pelagos Inc. *Photogrammetric Supervisor.*** Project specifications involved 1"=100', 5'Cl. approximately 1,120 acres of mapping. Responsibilities included coordinating and overseeing all phases of the project, consisting starting with aero-triangulation, photogrammetric compilation, and digital orthophotography on an as needed basis.

**Lake Cahuma Mapping, Wallace Group. *Photogrammetric Supervisor.*** Project specifications involved 1"=100', 2'Cl. Mapping from elevation 805' to lake water level. Responsibilities included coordinating and overseeing all phases of the project, consisting starting with aero-triangulation, photogrammetric compilation, and digital orthophotography on an as needed basis.

**Twitchell Reservoir Mapping, County of Santa Barbara. *Photogrammetric Supervisor.*** Project specifications involved 1"=100', 2'Cl. Responsibilities included coordinating and overseeing all phases of the project, consisting starting with aero-triangulation, photogrammetric compilation, and digital orthophotography on an as needed basis.



Mission Statement:

*“To provide a reliable source of water to our member agencies in an efficient and cost effective manner for the betterment of life in our communities.”*

September 25, 2017

## **General Manager Report**

The following summary provides the Board with information and an overview of progress on current COMB activities.

### Meetings

- Cachuma Project Member Agency Manager Meeting

The Cachuma Project Member Agency Managers meeting is hosted monthly by the Santa Barbara County Water Agency and was held on Wednesday, September 6, 2017. The Member Agency portion of the meeting discussed topics affiliated with Cachuma Lake levels, downstream releases and the Whittier Fire follow-up. The Contract Steering Committee portion of the agenda included discussions regarding the Master Contract Renewal contract topics including the calculation and allocation of evaporative losses and certain definitions contained within the current contract. The next meeting will be held in early November for continued discussion on these topics.

- Whittier Fire Cachuma Water Quality Impact meeting

On September 11, 2017, a meeting was hosted by the Santa Barbara County Water Agency as a follow-up to the Board of Supervisors request for an update on efforts and potential stakeholder actions from impacts to the lake from the Whittier Fire. The meeting was attended by representatives from the City of Santa Barbara, Montecito Water District, Goleta Water District, COMB, Santa Barbara County Parks Department, and (on the conference call) Reclamation Lands Division in Fresno. Reclamation verbally presented their proposal to the Western Watershed Enhancement Program as information for the attendees in reference to potential mitigation efforts on Reclamation lands. The water districts and treatment plants are planning for contingencies in light of potential impacts to water quality if the winter produces significant inflow to the lake. The County has postponed the cloud seeding effort for the Santa Ynez watershed this year. A secondary meeting is scheduled for September 25<sup>th</sup>.

### Administration Division

- O & M Contract Renewal Process

Reclamation provided COMB staff an updated schedule for the O & M Contract Renewal process with the intention of potentially conducting the first technical session during mid to late October. According to the draft schedule, technical sessions will occur through early 2018, the environmental assessment will be conducted simultaneously through 2019, and contract negotiations will occur late 2018 through early 2019.

The first technical session will be held to review process and procedures which are similar to the Master Contract Renewal process. It is anticipated that Reclamation will provide COMB and the Member Agencies a draft O & M contract for review and comments prior to the second technical session. Staff will be soliciting suggestions and comments from the Member Agencies in reference to the non-standard, negotiable articles contained within the current contract.

- 2018 Cachuma Project Water Rates

The 2018 Cachuma Project Water Rates have been received from Reclamation and have increased as compared to previous years' water rates. The water rates are calculated based on projected reimbursable annual operation and maintenance (O&M) costs divided by projected water deliveries for the year. Annual O&M costs for the Cachuma Project are projected by the Fresno Area Office and provided to the rate-setting branch within the Financial Management division (Sacramento). The water delivery projections are based on the delivery schedule that is supplied by the Member Agencies and submitted to Reclamation.

Staff sent a letter to Reclamation's Area Manager requesting detailed information and supporting documentation regarding projections and actual Cachuma Project expenditures which are recovered by Reclamation through the annual water rates. Reclamation staff is currently preparing the information and will be providing details within the next few weeks. A meeting with Reclamation staff, COMB staff and the Member Agencies is anticipated to be scheduled during the second week of October.

Operations Division

- Air Valve Air Release (AVAR) and Blow-off (BO) Structure Replacement Project

HDR Engineering met with COMB Operations Division staff and Member Agency technical staff to discuss approach and scheduling for shutdowns affiliated with the AVAR and BO structure replacement project. The group discussed operational implications for each of the Member Agencies and consideration for timing and location of the shutdowns. Feedback from the Member Agencies will be discussed at the next meeting scheduled in two weeks. Project bids will be solicited during the fall with construction phased in over the winter time period depending on agreed upon shutdown schedules.

Fisheries Division

- Hilton Creek flows

During the recent thunderstorms, a power outage at Bradbury Dam caused the Hilton Creek watering system pumps located in the lake to shut down. The Emergency Backup system was promptly placed into operation by Reclamation staff for continued delivery of flows to the lower release point. Central Coast Water Authority is currently delivering state water to the lake through their by-pass system.

Respectfully Submitted,

*Janet Gingras*

General Manager



# CACHUMA OPERATION AND MAINTENANCE BOARD

## MEMORANDUM

**DATE:** September 25, 2017

**TO:** Janet Gingras, General Manager

**FROM:** Dave Stewart, Operations Division Manager

**RE: MONTHLY OPERATIONS DIVISION REPORT**

### Operations

The Annual Work Plan sets forth all activities necessary to ensure system reliability. Consistent with the Plan, Operation and Maintenance staff performs routine maintenance on the distribution and storage system. Staff continually endeavors to improve the system, address deficiencies and identify items to be included in the Infrastructure Improvement Program (IIP).

### Lake Cachuma Operations

The total flow from Lake Cachuma into the Tecolote Tunnel for August was 2,026.1 acre-feet, for an average daily flow of 65.35 acre-feet. Lake elevation was 712.96 feet at the beginning of the month and 709.98 feet at the end. Storage change decreased -5,555 acre-feet. CCWA wheeled 995.2 acre-feet of water to Cachuma Project facilities.

### Operation and Maintenance Activities

COMB Staff regularly performs the following duties:

- Operations and maintenance of the SCC and facilities on the South Coast:

South Coast Conduit - Structure Inventory													
Reach	Endpoints	Linear Length (ft)	Pipe Diameter	Regulating Storage Reservoirs	Meters	Air Vents	Blow-Offs	Turnouts	Open Air Vents	Valves	Valve Size	Slide Gates	Capacity / Volume (gal)
Upper	Glen Annie Turnout (S. Portal) - Cater Water Treatment Plant	64,050	48"	2	5	32	35	18	2	115	4" - 48"	7	6,017,421
Lower	Cater Water Treatment Plant - Carpinteria Reservoir	90,910	27" - 36"	2	15	26	31	42	4	144	4" - 36"	-	3,190,171

- Operation of the Lake Cachuma North Portal Intake Tower and Jet Flow Valve
- Regulate and maintain flows from Lake Cachuma to meet the needs of South Coast Member Units
- Dam inspection and instrumentation reports (all reservoirs)
- Weekly Safety meetings
- Weekly Rodent Bait (all reservoirs)
- Weekly Toe Drain and Piezometer reads at Ortega (L23)
- Structure maintenance per Work Plan

- USA Dig Alert – Responded as necessary to alerts
- Pesticide report to County of Santa Barbara
- Operational tests of generators at the North Portal and at Lauro Yard
- Inspection of fire extinguishers
- Read anodes and rectifier data
- Water samples taken at Lake Cachuma
- Clean up, Inspection, and tool Inventory of all vehicles
- Clean up and organize service yard and all buildings

*Weekly Safety Meetings:*

The primary purpose of the weekly safety meetings is to continue educating staff on safe practices in the field and on-site. In the safety meetings, staff is urged to ask questions regarding the topic being discussed and to think of related examples. The discussion also includes how the incident could have been prevented. Regular safety meetings help staff to constantly be aware of safety practices while on the job. The following topics were reviewed this past month:

- ✓ Working Safely With Chainsaws – Discussed dangers of working with or in and around chainsaws. Went over COMB procedures for proper use, handling, maintenance and storage.
- ✓ Operating Pedestal or Bench Grinder – Discussed safe used procedures.
- ✓ Excavation and Trenching Safety– OSHA Training toolbox talk.

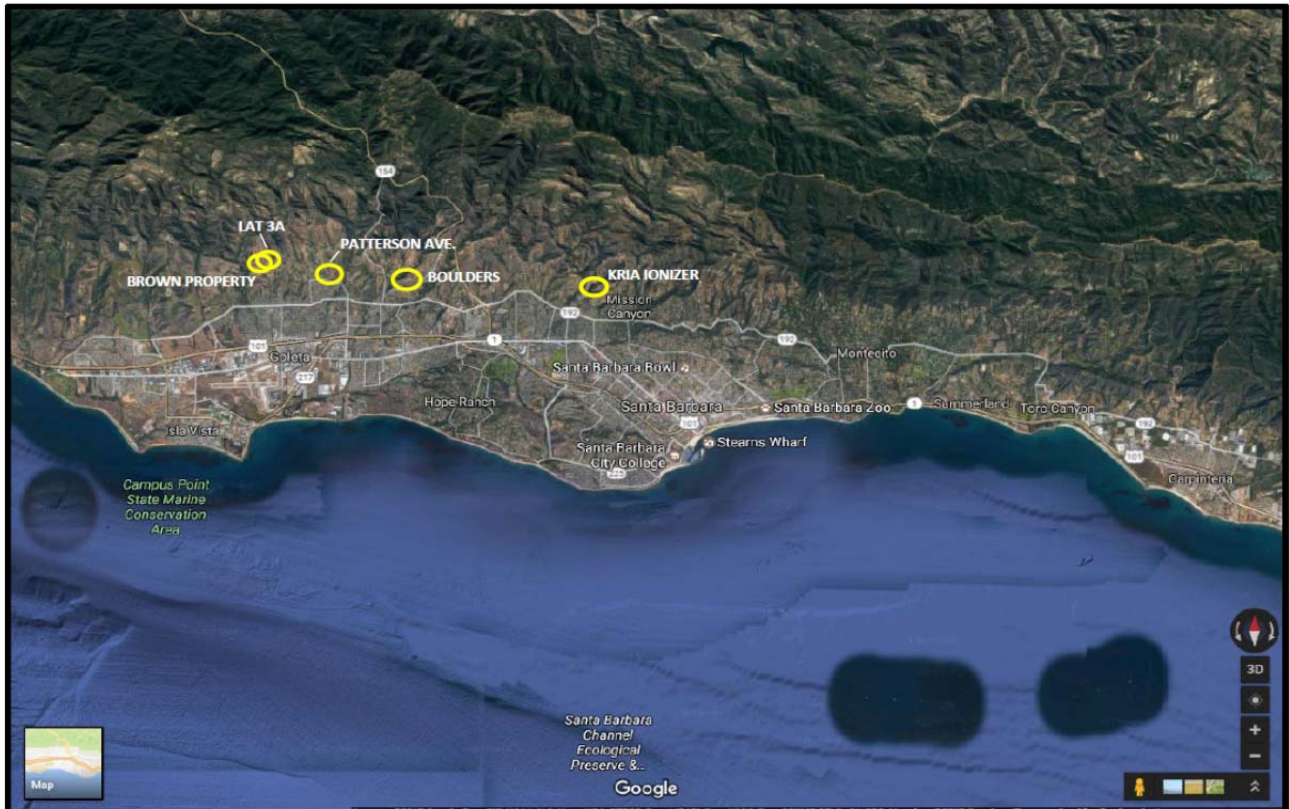
COMB Operations Staff specifically performed the following activities:

- Staff has been on site monitoring several ongoing projects throughout the area. Working closely with the construction and engineering contractors to ensure that:
  - Pipe line easements and right of ways remain accessible to operations staff for possible emergency's and ongoing facility maintenance
  - All projects are following the COMB and USBR approved plans.
  - No damage occurs to the South Coast Conduit during the construction process.
- Completed annual valve exercising at the Sheffield Control station.
- Completed annual valve exercising at the Ortega Control station.
- Met with member South Reach member agencies to discuss Air Vacuum Air Release (AVAR) Valve and Blow-off Structure Rehabilitation & Replacement Project.
- Reestablished access and cleared right of way between stations 80+86 thru 88+44.
- Reestablished access and cleared right of way between stations 230+51 thru 233+05.
- Cleaning of the North Portal Intake Tower debris and fish screens.
- Exercised North Portal Intake Tower slide gates.
- Monthly water sampling for the City of Santa Barbara.
- Operations department continually inspects all sites, reservoirs, and the South Coast Conduit for items to add to the IIP for future projects.

Current IIP projects include:

- Air Vacuum Air Release (AVAR) Valve and Blow-off Structure Rehabilitation & Replacement
- North Portal Access Road
- Sycamore Canyon Slide Repair
- Lateral #3 Replacement

**CURRENT PROJECTS WITHIN THE EASMENT**



**BROWN PROPERTY**



Installation of Geofoam over the South Coast Conduit to prevent overloading.

**LAT 3A**



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Remove abandoned turnout and reconfigure blow off structure.

**PATTERSON AVE.**



Patterson Oaks subdivision

**BOULDERS PROJECT**



Boulders subdivision.

## KRIA IONIZER



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Installation of KRIA Ionizer at Lauro Reservoir



## PHOTOS

Right of Way Clearing



Ortega Valve Exercising



# CACHUMA OPERATION AND MAINTENANCE BOARD

## BOARD MEMORANDUM

**DATE:** September 25, 2017  
**TO:** Janet Gingras, General Manager  
**FROM:** Tim Robinson, Fisheries Division Manager  
**RE: MONTHLY FISHERIES DIVISION REPORT**

### HIGHLIGHTS:

- USBR continues to deliver approximately 2 cfs to Hilton Creek at the Lower Release Point through the Hilton Creek Emergency Backup System by gravity. No water is being delivered to the Upper Release Point due to difficulties in operating the Hilton Creek Watering System pumps. This rate of flow is meeting BiOp target flows for Hilton Creek and sustaining the *O. mykiss* population in the creek.
- There was a power outage at Bradbury Dam that caused the Hilton Creek Watering System pumps to shut off. The watering system was off for several hours and two *O. mykiss* mortalities were found.
- The 2017 WR 89-18 release were started on 8/21/17.
- We hope to break ground on the Quiota Creek Crossing 5 Project on 10/2/17 pending final permits.

In compliance with the 2000 Cachuma Project Biological Opinion (BiOp) (NMFS, 2000) and as described in the 2004 Lower Santa Ynez River Fish Management Plan (SYRTAC, 2000) and the Monitoring Program in the 2000 Revised Biological Assessment (BA), the Cachuma Project Biology Staff (CPBS) conducts routine monitoring of steelhead/rainbow trout and their habitat on the Lower Santa Ynez River (LSYR) below Bradbury Dam. The following is a list of activities carried out by CPBS since the last COMB Board Fisheries Division Report and has been broken out by categories.

### LSYR Steelhead Monitoring Elements:

***Thermograph Network:*** The thermograph network is deployed at the beginning of April and removed at the end of December to record water temperatures at all designated locations within the LSYR mainstem and several tributaries. The thermograph network has been deployed in the LSYR mainstem and its tributaries. Thermographs are downloaded monthly and the results are summarized in the Annual Monitoring Report.

***Lake Profiles:*** Lake Cachuma water quality measurements (temperature, dissolved oxygen concentration solids and turbidity) at one meter intervals from the surface to the bottom of the lake (Lake Profile) are taken once a month at the Hilton Creek Watering System (HCWS) intake barge. This is considered to be near the deepest point in the lake and allows for monitoring of lake stratification, water quality conditions at the intake level for the HCWS and lake-turnover. Due to the drought and the need to carefully monitor Lake Cachuma, lake profiles are being taken monthly throughout the year.

**Cachuma Lake Oak Tree Restoration Program:** COMB staff, with guidance from a hired professional arborist, continues to implement the Program and has successfully conducted all management actions as required. A project update is provided in a separate Board memo.

**Hilton Creek Releases for the Fishery:** On 9/10/17, there was a power outage late in the evening that caused the pumps of the Hilton Creek Watering System (HCWS) to shut off. Several hours later a Reclamation dam tender opened up the Hilton Creek Emergency Backup System (HCEBS) allowing water to flow to the Lower Release Point (LRP) by gravity flow. Reclamation has not been able to restart the HCWS pumps since then. Two O. mykiss and one sculpin were stranded and perished during the interruption of flow. NMFS was informed. CCWA water was then diverted to their bypass system the following day to prohibit State Water being delivered to Hilton Creek which is the current condition to date.

**WR 89-18 Release Monitoring:** BiOp required monitoring for the WR 89-18 releases started prior to the release as requested by USBR and will continue until after the releases are stopped. WR 89-18 releases began on 8/21/17 after 8 AM and are conducted by the Santa Ynez River Water Conservation District in collaboration with USBR. As requested by USBR and approved by NMFS, migrant trapping is being conducted at one location (just downstream of the Long Pool of the Lower Santa Ynez River mainstem) for the first approximately two weeks of the release. As of 8/24/17, no fish of any type have been caught in the trap.

#### **Tributary Project Updates:**

**Quiota Creek Crossing 5:** As discussed and recommended by the COMB Board on 3/7/16, staff submitted a 2016 CDFW-FRGP Grant on 3/11/16 for \$893,287 with a COMB construction match of \$50,000. COMB was awarded the grant and the project will hopefully be built during the fall of this year. All permits and final designs for the project have been submitted with the idea of initiating construction on 10/2/17 pending receiving final permits. Fabrication of the ConTech bridge system is scheduled to begin on 9/25/17 in Wasco, CA.

**Quiota Creek Crossing 8:** This project and the required Cooperative Agreement with the County were discussed at the 5/4/16 Fisheries Committee meeting with approval by the Board on 5/23/16 to move forward with the project and the Cooperative Agreement. The County Board of Supervisors approved the Cooperative Agreement on 7/12/16. With a fully executed Cooperative Agreement, the County submitted a CalTrans grant application to fund the project and CalTrans approved the funding for a full bridge replacement. SBCAG approved the project on 11/17/16. A Professional Service Agreement (PSA) for COMB with the County to manage the project was approved by the Board during the 3/27/17 Board meeting and was fully executed on 5/16/17. The Request for Authorization (RFA) has been sent by the County to Caltrans to begin grant expenditures and expect approval of the RFA soon. We have been working on the Requests for Proposals (RFP) to hire a consultant for design, environmental and right-of-way tasks. We hope to finalize the RFP shortly and initiate the search for a consultant to be secured in September of this year. A field review meeting with Caltrans is expected within the next month with the objective of setting the design criteria. Pending the above, the project would be built in the fall of 2018.

**Quiota Creek Crossing 9:** Staff submitted a CDFW-FRGP grant proposal for this project on 4/26/17 as approved by the Board during the 4/24/17 meeting. The grant is for \$993,121 with a \$50,000 construction match. The announcement of grant recipients will happen in the winter of 2018.

**Rancho Salsipuedes Cattle Exclusionary Fencing and Off-Channel Watering:** COMB received a \$16,703 grant plus \$1,500 supplemental grant funding for this project through the Fish America Foundation. The project was completed three years ago and was successful in keeping the cattle out of the stream, allowing the riparian corridor vegetation to grow back and water quality conditions to improve that all have made for better habitat for spawning and rearing *O. mykiss*. A short presentation will be given to the Board regarding the success of the project.

**Salsipuedes Creek – Jalama Road Fish Ladder:** There has been no action on the suggested repairs to this project

**El Jaro Creek – Cross Creek Ranch Fish Passage Facility:** There has been no action on the suggested repairs to this project

**Hilton Creek Watering System (HCWS) Repairs and Upgrades plus the Hilton Creek Emergency Backup System (HCEBS)**

The HCWS and HCEBS are owned, operated and maintained by USBR. The HCEBS was completed at the end of January 2016. With this system fully operational, USBR has now been working on the identified repairs to the HCWS with no success on getting the pumping system operating. Repair work on the HCWS has been very slow with no work calendared in the near future.

**Surcharge Water Accounting**

The following table summarizes the amount of Surcharge water used to date from each of the three accounts at the end of last month (Table 1). All numbers come from USBR's Daily Operations Report. The start time for the use of the Surcharge Water Accounts was 5/27/11, or the last day of full surcharge. As of May 2012, all of the Fish Rearing Account waters have been used and USBR is now using Project Yield to meet BiOp target flows. A WR 89-18 release began on 7/15/13 and ended on 12/2/13, another began on 8/18/14 and ended on 11/11/14, another began on 8/3/15 and ended on 9/26/15, and the 2016 WR 89-18 release started on 7/12/16. During these releases, no Fish Rearing releases are debited as WR 89-18 releases are used conjunctively with fish flows under the Cachuma Project Settlement Agreement. The Adaptive Management Committee (AMC) called for two releases from the Adaptive Management Account (AMA), 35 acre-feet in October 2012 and 114 acre-feet in June 2013. What remains of the AMA is 351 acre-feet. There have been no releases from the Fish Passage Supplementation Account (FPSA). Determination of critical drought and the associated accounting and possible usage of the AMA and FPSA have not been finalized and approved (or if those accounts are now replenished from this winter's runoff) by NMFS and USBR hence is not reflected in Table 1. No fish water was debited to any account when water was extracted from the Stilling Basin below the dam and released to Hilton Creek during critical drought conditions.

**Table 1:** Summary of the surcharge water accounting and use of Project Yield.

<b>Accounts*</b>	<b>Allocation</b>	<b>Amount Used**</b>	<b>Amount Remaining</b>
<b>Units:</b>	<b>(acre-feet)</b>	<b>(acre-feet)</b>	<b>(acre-feet)</b>
<b>Fish Passage Supplementation</b>	3,200	0	3,200
<b>Adaptive Management</b>	500	149	351
<b>Fish Rearing***</b>	5,484	5,484	0
<b>Project Yield</b>		15,821	
<b>Total:</b>	9,184	21,454	3,551
* Originally was 9,200 af, 8,942 af in 2008 and 9,184 af in 2013.			
** Values as of 8/31/17.			
*** This water is for meeting required target flows. This is not an official account and is what remains after subtracting the other two accounts.			

**Reporting / Outreach / Training**

**Reporting:** Staff continues to work on the Annual Monitoring Reports. Staff has been providing information to USBR as requested in support of Adaptive Management Committee meetings, Reconsultation, and other operational requests.

**Outreach and Training:** Staff continues to work with Quiota Creek and Salsipuedes Creek watershed landowners, interested parties within the Santa Ynez Valley and the County on a variety of fisheries related issues.

**Consultant Activity Summary:**

**HDR Fisheries Design Center** (Mike Garelo) – Design, reporting and oversight work for the Quiota Creek Crossings 5, 8 and 9 projects.

**COM3 Consulting** (Gerald Comati) – Quiota Creek Crossing 8 CalTrans grant application.

**ICF** (Jean Baldrige) – BiOp compliance tasks and support.

# CACHUMA OPERATION & MAINTENANCE BOARD

## BOARD MEMORANDUM

Date:	September 25, 2017
Submitted by:	Tim Robinson and Scott Volan
Approved by:	Janet Gingras

**SUBJECT:**                    **Lake Cachuma Oak Tree Restoration Program**

**SUMMARY:**

***Maintenance***

This memorandum on the Lake Cachuma Oak Tree Restoration Program reflects maintenance completed since January, 2017 to the present (1/1/17 – 9/25/17, Table 1). Labor and expenses for the entire fiscal year (July 2017 - June 2018) as well as water usage will be tracked separately and reported as necessary as recommended by the Lake Cachuma Oak Tree Committee. COMB staff continues to rely on the Fisheries Division seasonal employees to conduct the majority of oak tree work in the field. The 2015 Lakeshore Inventory was completed and reviewed by the Lake Cachuma Oak Tree Committee on 2/25/16, which sets the mitigation number for the program. The 2016 Annual Inventory and Fiscal Year 2016-2017 Financial Report has been completed and reviewed by the Lake Cachuma Oak Tree Committee during their 8/9/17 meeting. The directives for the coming year fiscal year have been presented by the Committee chairperson during the August COMB Board meeting.

**Table 1: Cachuma Oak Tree Program completed tasks since January, 2017.**

	Jan 2017*	Feb 2017*	March 2017*	April 2017**	May 2017**	June 2017	July 2017	Aug 2017	Sep 2017
<b>Year 9 Oaks (2016-2017)</b>		New Trees	New Trees	New Trees	Irrigated	Irrigated	Irrigated	Irrigated	Irrigated
		Gopher Baskets	Gopher Baskets	Gopher Baskets	Weeded	Weeded	Weeded	Weeded	Weeded
		Fert/Comp	Fert/Comp	Fert/Comp					
		Deer Cages	Deer Cages	Deer Cages					
		Mulch/Irrigated	Mulch/Irrigated	Mulch/Irrigated					
<b>Year 8 Oaks (2015-2016)</b>		Weeded		Weeded	Irrigated	Irrigated	Irrigated	Irrigated	Irrigated
					Weeded	Weeded	Weeded	Weeded	Weeded
<b>Year 7 Oaks (2014-2015)</b>				Weeded		Irrigated			Irrigated
				Mulched		Weeded			Weeded
<b>Year 6 Oaks (2010-2011)</b>						Irrigated			
						Weeded			
<b>Year 5 Oaks (2009-2010)</b>						Irrigated			
						Weeded			
<b>Year 4 Oaks (2008-2009)</b>									
<b>Year 3 Oaks (2007-2008)</b>									
<b>Year 2 Oaks (2006-2007)</b>									
<b>Year 1 Oaks (2005-2006)</b>									

\* Annual Oak Tree Inventory

\*\* April-May work included Year 9 oak tree inventory

Personnel are finishing a third round of watering on the Year 7, Year 8 and Year 9 trees. During the watering process, weeding is being conducted.

With an above average rain year, the mature oak trees in the Santa Ynez Valley produced a healthy crop of acorns. The Fisheries Division collected and delivered acorns for propagation at Manzanita Nursery.

**RECOMMENDATION:**

For Board information only.

**LIST OF EXHIBITS:**

N/A

**CACHUMA OPERATION AND MAINTENANCE BOARD**  
**METERED USE REPORT FOR AUGUST 2017**

LATERAL/ STATION	NAME	ACRE FEET METERED	LATERAL/ STATION	NAME	ACRE FEET METERED
<b>CARPINTERIA WATER DISTRICT</b>			<b>GOLETA WATER DISTRICT</b>		
Boundary Meter - East		398.03	18+62	G. WEST	131.47
Boundary Meter - West		(0.15)	78+00	Corona Del Mar FILTER Plant	854.26
			122+20	STOW RANCH	0.00
				Bishop Ranch (Wynmark)(Water Rights)	0.00
				Raytheon (SWP) (Warren Act Contract)	(4.00)
				Morehart (SWP) (Warren Act Contract)	(4.00)
				SWP CREDIT (Warren Act Contract)	(345.19)
			<b>TOTAL</b>		<b>632.53</b>
			<b>MONTECITO WATER DISTRICT</b>		
			260+79	BARKER PASS	72.34
			386+65	MWD YARD	67.44
			487+07	VALLEY CLUB	0.00
			499+65	E. VALLEY-ROMERO PUMP	163.28
			510+95	MWD PUMP (SWD)	11.52
			510+95	ORTEGA CONTROL	9.41
			526+43	ASEGRA RD	7.53
			555+80	CO. YARD	0.00
			583+00	LAMBERT RD	0.00
			599+27	TORO CANYON	1.78
				SWP CREDIT (Warren Act Contract)	(333.30)
			<b>TOTAL</b>		<b>0.00</b>
			<b>CITY OF SANTA BARBARA</b>		
			CATER	INFLOW	1659.65
			Gibraltar	PENSTOCK	(586.12) (*)
			CATER	SO. FLOW	(966.53)
			Sheffield	SHEF.LIFT	194.95
				SWP (Warren Act)	(209.73)
				La Cumbre Mutual SWP (Warren Act)	(92.21)
			<b>TOTAL</b>		<b>0.00</b>
			<b>SANTA YNEZ RIVER WATER CONSERVATION DISTRICT, ID#1</b>		
			COUNTY PARK, ETC		2.22
			<b>TOTAL</b>		<b>2.22</b>
			<b>BREAKDOWN OF DELIVERIES BY TYPE:</b>		
			STATE WATER DELIVERED TO LAKE		1006.00
			STATE WATER TO SOUTH COAST (including from storage)		(1220.41)
			BISHOP RANCH DIVERSION		0.00
			<b>METERED DIVERSION</b>		<b>800.66</b>
SWP CREDIT (Warren Act Contract)		(231.98)			
<b>TOTAL</b>		<b>165.91</b>			
Note:	Meter reads were taken on: 8/31/2017				

(\*) The Gibraltar Penstock meter read was adjusted based on a meeting between City Staff and COMB on May 18, 2017



**16-17 CACHUMA PROJECT ALLOCATION**

**CACHUMA OPERATION AND MAINTENANCE BOARD  
WATER PRODUCTION AND WATER USE REPORT  
FOR THE MONTH OF **AUGUST 2017** AND THE WATER YEAR TO DATE (WYTD) <sup>(1)</sup>**

(All in rounded Acre Feet)

	<b>MONTH</b>	<b>WYTD</b>
<b>WATER PRODUCTION:</b>		
Cachuma Lake (Tec. Diversion)	2,026	12,545
Tecolote Tunnel Infiltration	68	887
Cachuma Lake (County Park)	2.20	23
<b>Subtotal</b>	<b>2,096.77</b>	<b>13,455</b>
<b>WATER DELIVERIES:</b>		
State Water Diversion	1,220	10,564
Cachuma Diversion	801	2,210
So. Coast Storage gain/(loss)	(96)	147
<b>Subtotal</b>	<b>1,925</b>	<b>12,922</b>
<b>Total Water Production</b>	<b>2,097</b>	<b>13,455</b>
<b>Total Water Deliveries</b>	<b>1,925</b>	<b>12,922</b>
<b>Difference = Apparent Water Loss</b>	<b>172</b>	<b>533</b>
<b>% Apparent Water Loss</b>	<b>8.20%</b>	<b>3.96%</b>

**SCC APPARENT WATER LOSS ALLOCATION (\*)**

	<b>GWD</b>	<b>SB CITY</b>	<b>MWD</b>	<b>CVWD</b>	<b>TOTAL</b>
<b>CURRENT MONTH CHARGE / (ADJUSTMENT) (*)</b>					
M&I	0	0	0	(2)	(2)
Agriculture	0	0	0	(1)	(1)
<b>Subtotal Cachuma Project</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(3)</b>	<b>(3)</b>
(+) State Water Project	(11)	(119)	(71)	(85)	(286)
<b>Total</b>	<b>(11)</b>	<b>(119)</b>	<b>(71)</b>	<b>(88)</b>	<b>(289)</b>
<b>WATER YEAR-TO-DATE CHARGE / (ADJUSTMENT)</b>					
M&I	0	21	10	0	31
Agriculture	0	0	0	0	0
<b>Subtotal Cachuma Project</b>	<b>0</b>	<b>21</b>	<b>10</b>	<b>0</b>	<b>31</b>
(+) State Water Project	3	10	15	13	41
<b>Total</b>	<b>3</b>	<b>31</b>	<b>25</b>	<b>13</b>	<b>72</b>

(\*) Current Month amount includes credit adjustment for water loss charged to South Coast Member Units (Mar - Jul) based email from Michael Jackson, dated 09/15/17, which revised the approach to the assess for unaccounted-for water loss based on lake conditions

**CACHUMA PROJECT WATER CHARGE**

	<b>GWD</b>	<b>SB CITY</b>	<b>MWD</b>	<b>CVWD</b>	<b>SYRID #1</b>	<b>TOTAL</b>
<b>CURRENT MONTH</b>						
Water Usage						
M&I	474	0	0	72	2	548
Agricultural	158	0	0	94	0	253
<b>Subtotal Project Water Use</b>	<b>633</b>	<b>0</b>	<b>0</b>	<b>166</b>	<b>2</b>	<b>801</b>
(+) Apparent Water Loss	0	0	0	(3)	N/A	(3)
(+) Evaporative Loss <sup>(2)</sup>	8	0	0	0	0	8
<b>Total Project Water Charge</b>	<b>641</b>	<b>0</b>	<b>0</b>	<b>163</b>	<b>2</b>	<b>806</b>
<b>WATER YEAR-TO-DATE</b>						
Water Usage						
M&I	576	1,094	282	101	23	2076
Agricultural	194	0	52	133	0	380
<b>Subtotal Project Water Use</b>	<b>771</b>	<b>1,094</b>	<b>334</b>	<b>234</b>	<b>23</b>	<b>2456</b>
(+) Apparent Water Loss	0	21	10	0	N/A	31
(+) Evaporative Loss <sup>(2)</sup>	161	124	33	0	6	324
<b>Total Project Water Charge (*)</b>	<b>932</b>	<b>1,239</b>	<b>377</b>	<b>234</b>	<b>29</b>	<b>2,811</b>

(\*) Project Water Charge is applied first to Carryover Water balance and then to Current Year Water Allocation

**16-17 CACHUMA PROJECT ALLOCATION**

**CACHUMA OPERATION AND MAINTENANCE BOARD  
WATER PRODUCTION AND WATER USE REPORT  
FOR THE MONTH OF **AUGUST 2017** AND THE WATER YEAR TO DATE (WYTD) <sup>(1)</sup>**

(All in rounded Acre Feet)

**CACHUMA PROJECT WATER BALANCE AS OF AUGUST 2017**

	<b>GWD</b>	<b>SB CITY</b>	<b>MWD</b>	<b>CVWD</b>	<b>SYRID #1</b>	<b>TOTAL</b>
<b>Project Water Carryover - 10/1/2016</b>	561	1,239	377	0	24	2,201
(-) Project Water Charge (WYTD)	561	1,239	377	0	24	2,201
<b>Balance Carryover Water</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Current Year Allocation <sup>(3)</sup></b>	3,729	3,311	1,060	1,125	1,060	10,285
(-) Balance of Project Water Charge (WYTD)	371	0	0	234	5	610
Net Allocation Available Before Adjustments	3,358	3,311	1,060	891	1,055	9,676
<b><u>Adjustments to Net Allocation (WYTD)</u></b>						
Carryover Balances Spilled	0	0	0	0	0	0
Surplus	0	0	0	0	0	0
State Water Exchange <sup>(4)</sup>	339	226	226	148	(939)	0
Transfers/Adjustment	0	0	0	0	0	0
Passthrough H2O <sup>(5)</sup>	0	0	0	0	0	0
<b>Balance Current Year Allocation</b>	<b>3,697</b>	<b>3,537</b>	<b>1,286</b>	<b>1,039</b>	<b>116</b>	<b>9,676</b>
<b>Total Cachuma Project Water Available</b>	<b>3,697</b>	<b>3,537</b>	<b>1,286</b>	<b>1,039</b>	<b>116</b>	<b>9,676</b>

**Footnotes**

(1) Water Year = October 1 through September 30

(2) Per USBR, evaporation is applied to Cachuma Carryover and SWP water through standard contract formula effective April 1, 2017.

(3) Per USBR, 40% Allocation to Member Agencies, effective 4/1/17

(4) Per SWP Exchange Agrmt GWD received 87 AF; MWD received 58 AF; City of SB received 58 AF; and CVWD received 38 AF from ID#1 in August 2017.

State Water Deliveries to Lake Cachuma for August (Total =1006 AF): MWD 223 AF; CVWD 144 AF GWD 334 AF(Morehart 4 AF); City of S.B. 223 AF; and LaCumbre 74 AF: (Ratheon 4 AF)

(5) City is operating under pass through mode declared November 2008.

**CACHUMA OPERATION AND MAINTENANCE BOARD**  
**WATER STORAGE REPORT**

MONTH: **August 2017**

**GLEN ANNIE RESERVOIR**

Capacity at 385' elevation:	518	AF
Capacity at sill of intake at 334' elevation:	21	AF
Stage of Reservoir Elevation	<b>335.00</b>	Feet
Water in Storage	26.79	AF

**LAURO RESERVOIR**

Capacity at 549' elevation:	503	AF
Capacity at top of intake screen, 520' elevation:	106.05	AF
Stage of Reservoir Elevation	<b>546.50</b>	Feet
Water in Storage	539.68	AF

**ORTEGA RESERVOIR**

Capacity at 460' elevation:	65	AF
Capacity at outlet at elevation 440':	0	AF
Stage of Reservoir Elevation	<b>446.70</b>	Feet
Water in Storage	18.59	AF

**CARPINTERIA RESERVOIR**

Capacity at 384' elevation:	45	AF
Capacity at outlet elevation 362':	0	AF
Stage of Reservoir Elevation	<b>378.80</b>	Feet
Water in Storage	32.16	AF

**TOTAL STORAGE IN RESERVOIRS**

	590.43	AF
Change in Storage	(96.16)	AF

**CACHUMA RESERVOIR\***

Capacity at 750' elevation:	184,121	AF
Capacity at sill of tunnel 660' elevation:	24,281	AF
Stage of Reservoir Elevation	<b>709.90</b>	Feet
Water in Storage	<b>89,172</b>	AF
Surface Area	<b>1,825</b>	
Evaporation	<b>2,158.6</b>	AF
Inflow	<b>1,284.9</b>	AF
Downstream Release WR8918	<b>3263.2</b>	AF
Fish Release (Hilton Creek)	<b>291.7</b>	AF
Outlet	<b>96.0</b>	AF
<b>Spill/Seismic Release</b>	<b>0</b>	AF
State Water Project Water	<b>995.2</b>	AF
Change in Storage	<b>-5,556</b>	AF
Tecolote Diversion	<b>2,026.1</b>	AF

Rainfall:	Month:	0.00	Season:	0	Percent of Normal:	0%
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**COMB STATE WATER PROJECT ACCOUNTING - SOUTH COAST ONLY (Does not include SYRWCD, ID#1 or exchange water)**

MONTH	DELVRD	Delvd	CVWD	Delvd	Loss	Evap /	Delvd	MWD	Delvd	Loss	Evap /	Delvd	S.B.	Delvd	Loss	Evap /	Delvd	GWD	Delvd	Loss	Evap /	Delvd	LCMWC	Delvd	Evap /	Delvd	RSYS	Delvd	Delvd	MLC	Delvd	
	TO LAKE	to Lake	Stored	to SC		Spill	to Lake	Stored	to SC		Spill	to Lake	Stored	to SC		Spill	to Lake	Stored	to SC		Spill	to Lake	Stored	to SC	Spill	to Lake	Stored	to SC	to Lake	Stored	to SC	
<b>2016</b>																																
Bal. Frwd	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	140	0	0	0	0	0	0	0
January	653	54	38	16	0	0	0	0	0	0	0	367	0	367	0	0	200	136	64	0	0	30	160	10	0	0	0	0	2	0	2	
February	693	0	36	0	0	2	125	0	125	0	0	366	0	366	0	0	200	130	197	0	8	0	153	6	1	0	0	0	2	0	2	
March	965	0	33	0	0	3	0	0	0	0	0	367	0	367	0	0	596	523	192	1	10	0	138	14	0	0	0	2	0	2		
April	1283	0	0	29	0	4	0	0	0	0	0	677	178	476	24	0	600	696	357	5	65	0	87	49	2	3	3	3	0	3		
May	1309	0	0	0	0	0	0	0	0	0	0	522	155	492	24	28	783	958	405	5	111	0	35	44	8	1	0	1	3	0	3	
June	1261	0	0	0	0	0	0	0	0	0	0	466	112	463	26	20	700	982	551	4	121	85	0	85	0	5	5	5	0	5		
July	1342	100	0	100	0	0	0	0	0	0	0	541	75	534	28	17	600	923	513	5	141	91	52	39	0	3	3	7	0	7		
August	1372	135	135	0	0	0	0	0	0	0	0	549	615	0	0	9	600	869	541	4	109	80	51	75	6	3	0	3	5	0	5	
September	1310	225	246	96	4	14	250	0	240	10	0	311	1035	0	0	62	460	517	552	2	87	60	55	51	5	0	0	4	0	4		
October	1400	180	291	112	7	16	350	268	77	5	0	321	1289	0	0	68	511	438	554	2	34	35	70	17	3	0	0	0	3	0	3	
November	1369	150	401	24	0	16	328	533	48	0	15	352	1598	0	0	71	490	529	347	0	24	45	60	53	3	2	0	2	2	0	2	
December	1470	111	504	0	1	7	403	809	112	5	10	603	2098	84	2	28	338	747	99	1	10	0	0	21	1	12	11	1	3	1	2	
<b>Total</b>	<b>14427</b>	<b>955</b>	<b>504</b>	<b>377</b>	<b>4</b>	<b>62</b>	<b>1456</b>	<b>809</b>	<b>602</b>	<b>20</b>	<b>25</b>	<b>5442</b>	<b>2098</b>	<b>3148</b>	<b>104</b>	<b>302</b>	<b>6078</b>	<b>747</b>	<b>4374</b>	<b>29</b>	<b>719</b>	<b>426</b>	<b>0</b>	<b>465</b>	<b>28</b>	<b>29</b>	<b>11</b>	<b>18.42</b>	<b>41</b>	<b>1</b>	<b>40</b>	

**Notes:**

September 2016 - GWD transferred 170.64 AF SWP water to City of SB per overlap agreement

November 2016 - GWD transferred 28.6 AF SWP water to City of SB per overlap agreement (monthly reconciliation)

December 2016 - GWD transferred 10.12 AF SWP water to City of SB per overlap agreement (monthly reconciliation)

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MONTH	DELVRD	Delvd	CVWD	Delvd	Loss	Evap /	Delvd	MWD	Delvd	Loss	Evap /	Delvd	S.B.	Delvd	Loss	Evap /	Delvd	GWD	Delvd	Loss	Evap /	Delvd	LCMWC	Delvd	Evap /	Delvd	RSYS	Delvd	Delvd	MLC	Delvd
	TO LAKE	to Lake	Stored	to SC		Spill	to Lake	Stored	to SC		Spill	to Lake	Stored	to SC		Spill	to Lake	Stored	to SC		Spill	to Lake	Stored	to SC	Spill	to Lake	Stored	to SC	to Lake	Stored	to SC
<b>2017</b>																															
Bal. Frwd	0	0	504	0	0	0	0	809	0	0	0	0	2098	0	0	0	0	747	0	0	0	0	0	0	0	0	11	0	0	1	0
January	1437	219	720	0	1	2	357	1102	58	3	3	357	2179	273	4	8	467	1144	58	0	3	35	23	10	2	0	11	0	2	1	2
February	1250	196	809	96	4	7	296	1361	25	2	10	296	2252	197	5	21	445	1528	50	0	11	15	7	29	2	0	11	0	2	1	2
March	990	135	753	180	4	7	226	1498	76	2	12	226	2340	112	7	20	339	1664	190	0	13	59	33	34	0	4	11	4	1	1	
April	634	96	686	134	17	11	144	1417	180	23	22	144	2218	210	21	35	217	1286	567	3	25	29	6	55	1	3	11	3	1	1	
May	1165	168	429	372	39	14	258	1392	229	24	29	258	2301	80	49	46	388	1124	520	3	27	86	29	63	0	4	12	3	3	0	4
June	1026	153	182	377	13	10	230	1286	293	10	33	230	2208	252	17	55	345	483	958	2	27	60	54	34	1	4	12	4	4	0	4
July	1151	165	3	327	12	5	254	1174	321	12	34	255	2134	247	24	58	383	0	850	3	13	84	62	74	1	4	12	4	6	0	6
August <sup>(1)</sup>	1006	144	0	232	-85	0	223	1098	333	-71	37	223	2199	210	-119	67	334	0	345	-11	0	74	42	92	2	4	12	4	4	0	4
September	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
November	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>8659</b>	<b>1276</b>	<b>0</b>	<b>1718</b>	<b>5</b>	<b>56</b>	<b>1988</b>	<b>1098</b>	<b>1514</b>	<b>5</b>	<b>180</b>	<b>1989</b>	<b>2199</b>	<b>1580</b>	<b>8</b>	<b>310</b>	<b>2918</b>	<b>0</b>	<b>3537</b>	<b>0</b>	<b>117</b>	<b>442</b>	<b>42</b>	<b>391</b>	<b>9</b>	<b>23</b>	<b>12</b>	<b>22</b>	<b>23</b>	<b>0</b>	<b>24</b>

**Notes:**

Total SC Storage at month end (AF): 3296

Total Storage at month end (AF): 3350

August 2017 - 'Loss' column includes credit adjustment for water loss charged to South Coast Member Units (Mar - Jul) based email from Michael Jackson, dated 09/15/17, which revised the approach to the assess for unaccounted-for water loss based on lake conditions

**SUMMARY OF WATER USED**  
**CACHUMA PROJECT - CONTRACT #I75R-1802**

Contract Year: 10/1/16 to: 9/30/17

Contract Entity: **Carpinteria Valley Water District**  
 Last updated by C.O.M.B. 08/31/17

Month	Approved Schedule Current Year	Carryover Previous Year	TOTAL WATER USED			WATER USED CHARGED TO CARRYOVER BALANCES					WATER USED CHARGED TO CURRENT ALLOCATION			
			Acre-feet			Acre-feet			Allocation		Acre-feet			
			M & I	Agr	Total	Evap	Div	Total	M & I	Agr	M & I	Agr	Total	
Oct		0	0	0	0	0	0	0	0	0	0	0	0	
Nov				0	0	0	0	0	0	0	0	0	0	
Dec				0	0	0	0	0	0	0	0	0	0	
Jan				0	0	0	0	0	0	0	0	0	0	
Feb				0	0	0	0	0	0	0	0	0	0	
Mar				0	0	0	0	0	0	0	0	0	0	
Apr	1125			0	0	0	0	0	0	0	0	0	0	
May				0	0	0	0	0	0	0	0	0	0	
Jun				0	0	0	0	0	0	0	0	0	0	
Jul				31	40	71	0	0	0	0	0	31	40	71
Aug				70	93	163	0	0	0	0	0	70	93	163
Sep														
Total	1125	0		101	133	234	0	0	0	0	0	101	133	234

CONVERSIONS						SCHEDULE AND REVISIONS			SCHEDULE AND REVISIONS		
STORAGE WATER		CURRENT SCHEDULE				Total	M&I	AG	M&I	AG	Total
M & I	Agr	M & I	Agr	Month							
0	0	0	0	Oct	Begin Bal	0	0	0	0	0	0
0	0	0	0	Nov							
0	0	0	0	Dec							
0	0	0	0	Jan							
0	0	0	0	Feb							
0	0	0	0	Mar							
0	0	0	0	Allocation					478	647	1,125
0	0	0	0	Apr							0
0	0	0	0	May	ID #1 Ex+34				15	19	34
0	0	0	0	Jun	ID #1 Ex+40				17	23	40
0	0	0	0	Jul	ID #1 Ex+36				14	22	36
0	0	0	0	Aug	ID #1 Ex+38				17	21	38
0	0	0	0	Sep							

REMAINING BALANCES						
Month	Total	M&I	AG	M&I	AG	Total
Oct	0	0	0	0	0	0
Nov	0	0	0	0	0	0
Dec	0	0	0	0	0	0
Jan	0	0	0	0	0	0
Feb	0	0	0	0	0	0
Mar	0	0	0	0	0	0
Allocation	0	0	0	478	647	1,125
Apr	0	0	0	478	647	1,125
May	0	0	0	493	666	1,159
Jun	0	0	0	510	689	1,199
Jul	0	0	0	493	671	1,164
Aug	0	0	0	440	599	1,039
Sep						

TOTAL 1,039

**SUMMARY OF WATER USED**  
**CACHUMA PROJECT - CONTRACT #175R-1802**

Contract Year: 10/1/16 to: 9/30/17

Contract Entity: **Goleta Water District**  
 Last updated by C.O.M.B. 08/31/17

Month	Approved Schedule Current Year	Carryover Previous Year	TOTAL WATER USED			WATER USED CHARGED TO CARRYOVER BALANCES				WATER USED CHARGED TO CURRENT ENTITLEMENT			
			Acre-feet			Acre-feet			Allocation		Acre-feet		
			M & I	Agr	Total	Evap	Div	Total	M & I	Agr	M & I	Agr	Total
Oct	0	561	0	0	0	37	0	37	0	37	0	0	0
Nov			0	0	0	38	0	38	0	38	0	0	0
Dec			0	0	0	30	0	30	0	30	0	0	0
Jan			0	0	0	2	0	2	0	2	0	0	0
Feb			0	0	0	5	0	5	0	5	0	0	0
Mar			0	0	0	4	0	4	0	5	0	0	0
Apr	3729		0	0	0	7	0	7	0	7	0	0	0
May			0	0	0	9	0	9	0	10	0	0	0
Jun			0	0	0	10	0	10	0	10	0	0	0
Jul			102	36	137	11	137	148	110	39	0	0	0
Aug			474	158	632	8	262	270	203	67	278	93	371
Sep													
Total	3729	561	576	194	769	162	399	561	313	248	278	93	371

CONVERSIONS					
STORAGE WATER			CURRENT SCHEDULE		
M & I	Agr		M & I	Agr	Month
0	0		0	0	Oct
0	0		0	0	Nov
0	0		0	0	Dec
0	0		0	0	Jan
0	0		0	0	Feb
0	0		0	0	Mar
0	0		0	0	Allocation
0	0		0	0	Apr
0	0		0	0	May
0	0		0	0	Jun
-32	32		0	0	Jul
-67	67		0	0	Aug
0	0		0	0	Sep

SCHEDULES AND REVISIONS						
	Total	M&I	AG	M&I	AG	Total
Begin Bal	561	412	149	0	0	0
Oct						0
Nov						0
Dec						0
Jan						0
Feb						0
Mar						0
Allocation				2,610	1,119	3,729
Apr					1	1
May				34	44	78
Jun				39	51	90
Jul				32	51	83
Aug				38	49	87
Sep						0

REMAINING BALANCES						
Month	Total	M&I	AG	M&I	AG	Total
Oct	524	412	113	0	0	0
Nov	486	412	75	0	0	0
Dec	456	412	46	0	0	0
Jan	454	412	44	0	0	0
Feb	449	412	40	0	0	0
Mar	445	412	35	0	0	0
Allocation	445	412	35	2,610	1,119	3,729
Apr	438	412	28	2,610	1,120	3,730
May	429	412	18	2,644	1,164	3,808
Jun	419	412	7	2,682	1,216	3,898
Jul	270	270	0	2,715	1,266	3,981
Aug	0	0	0	2,475	1,222	3,697
Sep						

TOTAL 3,697

**SUMMARY OF WATER USED**  
**CACHUMA PROJECT - CONTRACT #I75R-1802**

Contract Year: 10/1/16 to: 9/30/17

Contract Entity: **Montecito Water District**  
 Last updated by C.O.M.B. 08/31/17

Month	Approved Schedule Current Year	Carryover Previous Year	TOTAL WATER USED			WATER USED CHARGED TO CARRYOVER BALANCES			WATER USED CHARGED TO CURRENT ENTITLEMENT					
			Acre-feet			Acre-feet			Acre-feet					
			M & I	Agr	total	Evap	Div	Total	M & I	Agr	Total			
Oct		0	377	176	36	212	25	212	237	197	40	0	0	0
Nov				115	18	132	8	132	140	121	19	0	0	0
Dec				0	0	0	0	0	0	0	0	0	0	0
Jan				0	0	0	0	0	0	0	0	0	0	0
Feb				0	0	0	0	0	0	0	0	0	0	0
Mar				0	0	0	0	0	0	0	0	0	0	0
Apr	1060			0	0	0	0	0	0	0	0	0	0	0
May				0	0	0	0	0	0	0	0	0	0	0
Jun				0	0	0	0	0	0	0	0	0	0	0
Jul				0	0	0	0	0	0	0	0	0	0	0
Aug				0	0	0	0	0	0	0	0	0	0	0
Sep														
<b>Total</b>	<b>1060</b>	<b>377</b>		<b>291</b>	<b>54</b>	<b>344</b>	<b>33</b>	<b>344</b>	<b>377</b>	<b>318</b>	<b>59</b>	<b>0</b>	<b>0</b>	<b>0</b>

STORAGE WATER		CONVERSIONS		CURRENT SCHEDULE		Month
M & I	Agr	M & I	Agr	M & I	Agr	
-40	40	0	0	0	0	Oct
0	0	0	0	0	0	Nov
0	0	0	0	0	0	Dec
0	0	0	0	0	0	Jan
0	0	0	0	0	0	Feb
0	0	0	0	0	0	Mar
0	0	0	0	0	0	Allocation
0	0	0	0	0	0	Apr
0	0	0	0	0	0	May
0	0	0	0	0	0	Jun
0	0	0	0	0	0	Jul
0	0	0	0	0	0	Aug
0	0	0	0	0	0	Sep

SCHEDULE AND REVISIONS					
Total	M & I	Agr	M & I	Agr	Total
Begin Bal	377	377	0	0	0
					0
					0
					0
					0
					0
					0
			986	74	1,060
				1	1
			22	30	52
			26	34	60
			21	34	55
			26	32	58
					0

Month	REMAINING BALANCES					
	Total	M & I	Agr	M & I	Agr	Total
Oct	140	121	19	0	0	0
Nov	0	0	0	0	0	0
Dec	0	0	0	0	0	0
Jan	0	0	0	0	0	0
Feb	0	0	0	0	0	0
Mar	0	0	0	0	0	0
Allocation	0	0	0	986	74	1,060
Apr	0	0	0	986	75	1,061
May	0	0	0	1,008	105	1,113
Jun	0	0	0	1,034	139	1,173
Jul	0	0	0	1,056	172	1,228
Aug	0	0	0	1,081	205	1,286
Sep						

TOTAL 1,286

**SUMMARY OF WATER USED**  
**CACHUMA PROJECT - CONTRACT #I75R-1802**

Contract Year: 10/1/16 to: 9/30/17

Contract Entity: **City of Santa Barbara**  
 Last updated by C.O.M.B. 08/31/17

Month	Approved Schedule Current Year	Carryover Previous Year	TOTAL WATER USED			WATER USE CHARGED TO CARRYOVER BALANCES						WATER USE CHARGED TO CURRENT ENTITLEMENT		
			Acre-feet			Acre-feet			Allocation			Acre-feet		
			M & I	Agr	total	Evap	Div	Total	M & I	Agr	M & I	Agr	Total	
Oct	0	1239	474	0	474	81	474	555	555	0	0	0	0	0
Nov			393	0	393	38	393	431	431	0	0	0	0	0
Dec			243	0	243	5	243	248	248	0	0	0	0	0
Jan			0	0	0	0	0	0	0	0	0	0	0	0
Feb			0	0	0	0	0	0	0	0	0	0	0	0
Mar			0	0	0	0	0	0	0	0	0	0	0	0
Apr	3311		0	0	0	0	0	0	0	0	0	0	0	0
May			0	0	0	0	0	0	0	0	0	0	0	0
Jun			0	0	0	0	0	0	0	0	0	0	0	0
Jul			0	0	0	0	0	0	0	0	0	0	0	0
Aug			0	0	0	0	0	0	0	0	0	0	0	0
Sep			0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>3311</b>	<b>1239</b>	<b>1,110</b>	<b>0</b>	<b>1,110</b>	<b>124</b>	<b>1,110</b>	<b>1,234</b>	<b>1,234</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

STORAGE WATER					CONVERSIONS CURRENT SCHEDULE					SCHEDULE AND REVISIONS				
M & I	Agr	M & I	Agr	Month	Total	M&I	M&I	Total						
0	0	0	0	Begin Bal	1,239	1,239	0	0						
0	0	0	0	Oct				0						
0	0	0	0	Nov				0						
0	0	0	0	Dec				0						
0	0	0	0	Jan				0						
0	0	0	0	Feb				0						
0	0	0	0	Mar				0						
0	0	0	0	Allocation			3,311	3,311						
0	0	0	0	Apr	ID #1 Ex+1		1	1						
0	0	0	0	May	ID #1 Ex+52		52	52						
0	0	0	0	Jun	ID #1 Ex+60		60	60						
0	0	0	0	Jul	ID #1 Ex+55		55	55						
0	0	0	0	Aug	ID #1 Ex+58		58	58						
0	0	0	0	Sep				0						

Month	REMAINING BALANCES		M&I	M&I	Total
	Total	M&I			
Oct	684	684	0	0	0
Nov	253	253	0	0	0
Dec	0	0	0	0	0
Jan	0	0	0	0	0
Feb	0	0	0	0	0
Mar	0	0	0	0	0
Allocation	0	0	0	3,311	3,311
Apr	0	0	0	3,312	3,312
May	0	0	0	3,364	3,364
Jun	0	0	0	3,424	3,424
Jul	0	0	0	3,479	3,479
Aug	0	0	0	3,537	3,537
Sep					

TOTAL 3,537



**SUMMARY OF WATER USED**  
**CACHUMA PROJECT - CONTRACT #175R-1802**

Contract Year: 10/1/16 to: 9/30/17

Contract Entity: **Santa Ynez River Water Conservation District, ID#1**  
 Last updated by C.O.M.B. 08/31/17

Month	Approved Schedule		WATER USE CHARGED TO CARRYOVER BALANCES						WATER USE CHARGED TO CURRENT ENTITLEMENT				
	Current Year	Previous Year	TOTAL WATER USED			Acre-feet			Acre-feet				
			M & I	Agr	Total	Evap	Div	Total	M & I	Agr	Total		
Oct	0	24	2	0	2	2	2	3	3	0	0	0	0
Nov			2	0	2	1	2	3	3	0	0	0	0
Dec			3	0	3	1	3	4	4	0	0	0	0
Jan			1	0	1	1	1	2	2	0	0	0	0
Feb			1	0	1	1	1	2	2	0	0	0	0
Mar			2	0	2	1	2	3	3	0	0	0	0
Apr	1060		2	0	2	0	2	2	2	0	0	0	0
May			3	0	3	0	3	3	3	0	0	0	0
Jun			3	0	3	0	2	2	2	0	1	0	1
Jul			3	0	3	0	0	0	0	0	3	0	3
Aug			2	0	2	0	0	0	0	0	2	0	2
Sep													
<b>Total</b>	<b>1060</b>	<b>24</b>	<b>23</b>	<b>0</b>	<b>23</b>	<b>7</b>	<b>17</b>	<b>24</b>	<b>24</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>6</b>

CONVERSIONS						SCHEDULE AND REVISIONS						
STORAGE WATER			CURRENT SCHEDULE			Month	Total	M & I	Agr	M & I	Agr	Total
M & I	Agr		M & I	Agr								
0	0		0	0		Begin Bal	24	24	0	0	0	0
0	0		0	0		Oct						0
0	0		0	0		Nov						0
0	0		0	0		Dec						0
0	0		0	0		Jan						0
0	0		0	0		Feb						0
0	0		0	0		Mar						0
0	0		0	0		Allocation				353	707	1,060
0	0		0	0		Apr ID #1 Ex+1					(3)	(3)
0	0		0	0		May ID #1 Ex+216				(93)	(123)	(216)
0	0		0	0		Jun ID #1 Ex+250				(107)	(143)	(250)
0	0		0	0		Jul ID #1 Ex+229				(89)	(140)	(229)
0	0		48	(48)		Aug ID #1 Ex+241				(106)	(135)	(241)

COUNTY PARKS		REMAINING BALANCES					
Month	A.F. Used	Total	M & I	Agr	M & I	Agr	Total
Oct	1.72	21	21	0	0	0	0
Nov	1.72	18	18	0	0	0	0
Dec	2.60	14	14	0	0	0	0
Jan	0.93	12	12	0	0	0	0
Feb	0.90	10	10	0	0	0	0
Mar	1.56	8	7	0	0	0	0
Allocation					353	707	1,060
Apr	2.47	5	5	0	353	704	1,057
May	3.22	2	2	0	260	581	841
Jun	2.55	0	0	0	152	438	590
Jul	3.19	0	0	0	60	298	358
Aug		0	0	0	0	115	115
Sep							

TOTAL 115

**SUMMARY OF WATER USED**  
**CACHUMA PROJECT - CONTRACT #175R-1802**

Contract Entity: **Santa Barbara Co. Water Agency**  
 Last updated by **C.O.M.B. 08/31/17**

Contract Year: 10/1/16 to: 9/30/17

Month	Approved Schedule Current Year	Carryover Previous Year	TOTAL WATER USED				WATER USED CHARGED TO CARRYOVER BALANCES					WATER USED CHARGED TO CURRENT ENTITLEMENT			
			Acre-feet				Acre-feet			Allocation		Acre-feet			
			Used %	M & I	Agr	Total	Evap	Div	Total	M & I	Agr	M & I	Agr	Total	
Oct		0	2,201	37.8%	652	36	688	145	688	832	755	77	0	0	0
Nov				65.6%	509	18	527	85	527	612	555	57	0	0	0
Dec				12.79%	246	0	246	36	246	282	252	30	0	0	0
Jan				0.18%	1	0	1	3	1	4	2	2	0	0	0
Feb				0.32%	1	0	1	6	1	7	2	5	0	0	0
Mar				0.30%	2	0	2	5	2	7	3	5	0	0	0
Apr	10,285			0.43%	2	0	2	7	2	9	2	7	0	0	0
May				0.56%	3	0	3	9	3	12	3	10	0	0	0
Jun				0.58%	3	0	3	10	2	12	2	10	1	0	1
Jul				10.11%	136	76	211	11	137	148	110	39	34	40	74
Aug				36.61%	546	251	797	8	262	270	203	67	350	186	536
Sep															
<b>Total</b>	<b>10,285</b>	<b>2201</b>		<b>165.31%</b>	<b>2,101</b>	<b>380</b>	<b>2,481</b>	<b>325</b>	<b>1,871</b>	<b>2,196</b>	<b>1,889</b>	<b>307</b>	<b>385</b>	<b>226</b>	<b>611</b>

CONVERSIONS					
STORAGE WATER			CURRENT SCHEDULE		
M & I	Agr		M & I	Agr	Month
-40	40		0	0	Oct
0	0		0	0	Nov
0	0		0	0	Dec
0	0		0	0	Jan
0	0		0	0	Feb
0	0		0	0	Mar
0	0		0	0	Allocation
0	0		0	0	Apr
0	0		0	0	May
0	0		0	0	Jun
-32	32		0	0	Jul
-67	67		48	-48	Aug
0	0		0	0	Sep

SCHEDULE AND REVISIONS						
	Total	M & I	Agr	M & I	Agr	Total
Begin Bal	2,201	2,052	149	0	0	0
Oct				0	0	0
Nov				0	0	0
Dec				0	0	0
Jan				0	0	0
Feb				0	0	0
Mar				0	0	0
Allocation				7,738	2,547	10,285
Apr				1	(1)	0
May				30	(30)	0
Jun				35	(35)	0
Jul				34	(34)	0
Aug				32	(32)	0
Sep						

COUNTY PARKS							
Month	A.F. Used	Total	M & I	Agr	M & I	Agr	Total
Oct	1.72	1,369	1,257	113	0	0	0
Nov	1.72	757	683	75	0	0	0
Dec	2.60	470	426	46	0	0	0
Jan	0.93	466	424	44	0	0	0
Feb	0.90	459	422	40	0	0	0
Mar	1.56	453	419	35	0	0	0
Allocation					7,738	2,547	10,285
Apr	2.47	443	417	28	7,739	2,546	10,285
May	3.22	431	414	18	7,769	2,516	10,285
Jun	2.55	419	412	7	7,802	2,482	10,284
Jul		270	270	0	7,802	2,408	10,210
Aug		0	0	0	7,533	2,141	9,674
Sep							

**TOTAL 9,674**



# CACHUMA DAILY OPERATIONS

Month & Year: September 2017

Time of Observations: 0830

Evaporation Pan Factor: 76%

Day	Beginning Storage: 89,172			Surface Area acres	Rainfall inches	Rainfall acre-feet	Evap. inches	Evap. acre-feet	CCWA Inflow acre-feet	Releases					Computed Inflow acre-feet		
	Elevation ft	Storage acre-feet	Change acre-feet							S. Coast acre-feet	Hilton acre-feet	WR8918 acre-feet	Outlet acre-feet	Spillway acre-feet			
1	709.77	88787	-384	1819			0.644	74.2	46.6		74.4	10.3	346.6			74.5	
2	709.56	88405	-383	1814			0.558	64.1	45.7		71.0	10.3	347.7			64.6	
3	709.34	88008	-397	1808			0.702	80.4	45.6		74.2	10.3	345.6			67.9	
4	709.12	87611	-397	1802			0.490	55.9	40.5		70.3	10.3	345.5			44.6	
5	708.96	87322	-289	1798			0.325	37.0	36.5		72.0	10.3	255.5			49.6	
6	708.82	87069	-253	1794			0.450	51.1	32.1		70.5	10.3	215.2			62.4	
7	708.67	86799	-271	1790			0.325	36.9	35.5		68.7	10.3	194.5			4.2	
8	708.55	86584	-215	1787			0.366	41.4	36.6		64.7	10.3	161.6			26.7	
9	708.44	86388	-196	1783			0.378	42.7	36.7		66.1	10.3	151.7			38.5	
10	708.32	86175	-213	1780			0.359	40.5	36.6		66.1	10.3	151.7			18.5	
11	708.23	86015	-160	1777	0.45	66.6	0.344	38.7	33.8		64.4	8.0	143.8			-5.6	
12	708.12	85819	-196	1773			0.393	44.1	37.1		56.6	3.0	147.0			18.0	
13	708.02	85641	-178	1770			0.327	36.7	41.3		52.7	3.0	147.0			20.2	
14	707.91	85446	-196	1767			0.283	31.7	42.0		52.4	4.0	148.0			-1.6	
15	707.80	85250	-196	1763			0.312	34.8	41.1		53.5	3.0	150.0			4.6	
16	707.69	85054	-196	1760			0.304	33.9	41.0		51.9	4.0	147.0			0.1	
17	707.59	84877	-177	1757			0.357	39.7	37.0		53.6	3.0	148.0			30.4	
18	707.48	84685	-192	1754			0.318	35.3	37.0		51.3	4.0	147.0			8.4	
19	707.37	84493	-192	1751			0.351	38.9	37.0		52.4	3.0	149.0			14.2	
20	707.26	84301	-192	1749			0.284	31.5	41.2		52.4	4.0	128.0			-17.5	
21	707.21	84214	-87	1747			0.426	47.1	41.9		51.4	3.0	110.0			82.3	
22																	
23																	
24																	
25																	
26																	
27																	
28																	
29																	
30																	
<b>TOTALS</b>			-4958		0.45	66.6	8.296	936.6	0.0	822.8	0.0	1,290.6	145.0	4,080.4	0.0	0.0	605.1

Park Usage

Rain %

Yr. Total



**Santa Barbara County Parks Division,  
Cachuma Lake Recreation Area**



**Summary of Aquatic Invasive Species Vessel Inspection Program  
and Early Detection Monitoring Program: August 2017**

<b>Cachuma Lake Recreation Area Launch Data -- August 2017</b>		
<b>Inspection Data</b>		
Total Vessels entering Park	142	
Total Vessels launched	133	
Total Vessels Quarantined	9	
Returning with Boat Launch Tag	75	56%
New: Removed from Quarantine	*	
Kayak/Canoe: Inspected, launched	58	44%
4-stroke Engines	*	
2-strokes, w/CARB star ratings	*	
2-strokes, NO emissions ratings	*	
<b>Quarantine Data</b>		
Total Vessels Quarantined	9	
Quarantined 7 days	*	
Quarantined 14 days	*	
Quarantined 30 days	9	
<b>Quarantine Cause</b>		
Water on vessel*	*	
Debris on hull*	*	
Plug installed*	*	
From infected county	2	
Ballast tanks*	*	
Boat longer than 24 feet*	*	
Out-of-state	0	
Unspecified*	*	
Mandatory Quarantine All Untagged Boats	9	
<b>Demographic Data</b>		
Quarantined from infected county	2	
Quarantined from SB County	7	
Quarantined from uninfected co	0	

Boat Launch Tags: Boats with Cachuma Lake Boat Launch Tags attach boat to trailer.

No mussel species have been located on any vessel entering Cachuma Lake as of the last day of this month.

\* These conditions are no longer being tracked.

**EARLY DETECTION MONITORING PROGRAM SUMMARY**

**Summary:** No Dreissenid mussels were detected  
 Inspection Site: Cachuma Lake Marina, Santa Barbara County, California  
 Inspection Date and Time: 2017.08.31; 9:00 – 11:00 PDT  
 Method: 5 PVC/Cement Sampling Stations; 56 linear feet of line  
 Surveyors: Rosey Bishop, Kristin Loft (SBCO Parks)  
 Lake elevation: Max feet: 753.00, current: 710.41; Max acre-feet: 193,305, current: 89,959;  
 Current capacity: 46.50%