



**SPECIAL MEETING  
OF THE  
CACHUMA OPERATION AND MAINTENANCE BOARD**

**Monday, November 8, 2021  
1:00 P.M.**

---

**BY TELECONFERENCE**

**NOTICE:** Pursuant to California Government Code sections 54953(b)(1), (b)(2), (e)(1) and (e)(3) (AB 361), members of the Cachuma Operation & Maintenance Board (COMB) Board of Directors, staff, and members of the public will participate in this meeting electronically by video and/or teleconference, as described below.

**HOW TO OBSERVE THE MEETING**

Members of the public may observe the meeting as set forth below.

**Join via video conference:**

<https://us02web.zoom.us/j/88657786685?pwd=VmN4RXQ4TjRQNGxaSzFVZ2k5MDJzdz09>

Passcode: 964064

**Join via teleconference:**

US: +1 669 900 6833 Conference ID: 886-5778-6685 Passcode: 964064

**HOW TO MAKE A PUBLIC COMMENT**

Any member of the public may address the Board on any subject within the jurisdiction of the Board of Directors. 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.

**By Video:** Those observing the meeting by video may make comments during designated public comment periods using the “raise hand” feature. Commenters will be required to unmute their respective microphone when providing comments.

**By Telephone:** Those observing the meeting by telephone may make comments during the designated public comment periods by pressing \*9 on the key pad to indicate such interest. Commenters will be prompted to press \*6 to unmute their respective telephone when called upon to speak.

**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.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SPECIAL MEETING  
OF THE  
CACHUMA OPERATION AND MAINTENANCE BOARD**

---

**Monday, November 8, 2021**

**1:00 P.M.**

**AGENDA**

**NOTICE:** This Meeting shall be conducted through remote access as authorized and in accordance with Government Code section 54953 and the California Governor's Executive Order's N-08-21, N-15-21 and as amended by AB 361.

1. **CALL TO ORDER, ROLL CALL**
2. **PUBLIC COMMENT** *(In accordance with Government Code Section 54954.3, every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.)*
3. **[RESOLUTION NO. 736 – 2<sup>nd</sup> AMENDMENT TO THE FIVE-YEAR INFRASTRUCTURE IMPROVEMENT PLAN \(IIP\) BUDGET MATRIX](#)**  
Action: Recommend approval by motion and roll call vote of the Board
4. **[COMB / CARPINTERIA VALLEY WATER DISTRICT \(CVWD\) COOPERATIVE AGREEMENT](#)**  
Action: Recommend approval by motion and roll call vote of the Board
5. **[RESOLUTION NO. 737 - IIP LA MIRADA ISOLATION VALVE PROJECT](#)**  
Action: Recommend approval by motion and roll call vote of the Board
6. **[RESOLUTION NO. 738 - IIP SOUTH COAST CONDUIT \(SCC\) AVAR/BO REHABILITATION PROJECT](#)**  
Action: Recommend approval by motion and roll call vote of the Board
7. **DIRECTORS' REQUESTS FOR AGENDA ITEMS FOR FUTURE MEETING**
8. **MEETING SCHEDULE**
  - November 15, 2021 Regular Board Meeting at 9:00 A.M
  - December 13, 2021 Regular Board Meeting at 1:00 P.M.
  - Board Packages Available on COMB website [www.cachuma-board.org](http://www.cachuma-board.org)
9. **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.

# CACHUMA OPERATION & MAINTENANCE BOARD

## BOARD MEMORANDUM

Date:	November 8, 2021
Submitted by:	Joel Degner / Elijah Papen
Approved by:	Janet Gingras

---

**SUBJECT:** Resolution No. 736 - Proposed Second Amendment to the 2021-2025 Infrastructure Improvement Plan (IIP)

---

**RECOMMENDATION:**

The Board of Directors receive information on the proposed second amendment to the COMB 2021-2025 Five-Year Infrastructure Improvement Plan and approve and adopt resolution No. 736 amending the Plan.

**SUMMARY:**

Staff, in coordination with COMB Member Agency technical staff, developed a Five-Year Infrastructure Improvement Plan (IIP) for purposes of planning and forecasting essential capital improvements within the South Coast Conduit system. Recently, information from Carpinteria Valley Water District (CVWD) on their intent to offset COMB costs (through a cooperative agreement) associated with the lower reach lateral project (alternative project) resulted in revising the IIP original strategy. The current COMB 2021-2025 Five-Year IIP budget matrix was amended and approved by the Board of Directors through Resolution No. 724 in April 2021.

The proposed second amendment to the IIP budget matrix is being requested primarily due to an increase in costs (solicited through a formal bid process) associated with the construction of the alternative project. Previously, the projected costs outlined in the IIP were estimated based on best known information prior to full design and bid solicitation. Further, as is now realized within the current business environment, cost of materials and services have escalated dramatically due to supply chain issues, manufacturing lead times, and labor shortages.

**BACKGROUND:**

The IIP was developed through an organized process which included a schedule containing deliverable dates and planning meetings with COMB and Member Agency technical staff. The IIP formalizes the strategy for implementation of capital projects and programs needed to carry out the goals and policy objectives of the Board. The IIP is organized and structured to identify and prioritize rehabilitation projects necessary to protect, improve, and sustain a reliable source of water conveyed from the Cachuma Project to the South Coast communities of Santa Barbara County.

The IIP spans a five-year planning horizon, and is updated prior to the annual budget presentation and submitted to the Operations Committee for review and comment. Following Committee review and recommendations, the IIP and its annual amendments will be presented to the Board of Directors for final approval.

Projects outlined in the IIP have been identified based on U.S. Bureau of Reclamation (Reclamation) inspection recommendations, COMB asset inventory analysis, staff observations and recommendations. The identification of a project within the five-year plan does not guarantee construction. The initiation of any project requires evaluation and approvals that must be completed for a project to advance to design and ultimate construction.

Additionally, the Board of Directors has the ongoing ability to review and revise projects based upon unforeseen conditions, priorities, and financial resources.

CVWD has proposed to enter into a cooperative agreement with COMB to pay for the rehabilitation of the lateral structures in the lower reach of the system. CVWD has proposed to financially participate in rehabilitating the laterals in collaboration with COMB installing two (2) isolation valves on the SCC. The initial proposed approach has been approved by the COMB Board (letter agreement for engineering designs) and will allow improved isolation and enable longer shutdowns to repair and maintain the system in the future or during an emergency. The lower reach lateral rehabilitation costs are shown in the IIP matrix with corresponding offset funding provided by CVWD. As displayed, the overall costs for the 5-year planning horizon have increased by \$260,000 due to escalated costs of construction as demonstrated through the formal bidding process.

The following two tables display the estimated costs associated with the 1<sup>st</sup> amendment to the adopted 2021-2025 IIP planning matrix and the proposed 2<sup>nd</sup> amendment to the 2021-2025 IIP planning matrix.

Adopted 1st Amendment IIP (2021-2025)									
	Project ID	Project Name	2020-21	2021-22	2022-23	2023-24	2024-25	5-yr Total	
Priority	1	2012-1-A	SCC AVAR Valve Replacement/Relocation	\$ 90,000	\$ 190,000	\$ -	\$ -	\$ 40,000	\$ 320,000
	2	2004-2-I	SCC Blow-Off Nozzle/Valve Replacement	\$ 90,000	\$ 200,000	\$ -	\$ -	\$ 120,000	\$ 410,000
		2004-2-B	Rehabilitate Lateral Structures (LIVR)	\$ 85,000	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ 685,000
		2014-C-61	SCADA Upgrades	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ 300,000
		2019-C-1	Lake Cachuma EPF Pump Station (if required)	\$ -	\$ -	\$ 1,850,000	\$ 1,225,000	\$ -	\$ 3,075,000
	3	2018-C-1	Lake Cachuma EPF Secured Pipeline Project	\$ 152,000	\$ 352,000	\$ 2,400,000	\$ -	\$ -	\$ 2,904,000
		2019-C-2	Modular Office Building Replacement	\$ 175,000	\$ 216,000	\$ -	\$ -	\$ -	\$ 391,000
		2018-C-2	SCC In-Line Isolation Valves	\$ -	\$ 400,000	\$ -	\$ -	\$ 450,000	\$ 850,000
		2019-C-3	Lake Cachuma Water Quality and Evaporation Buoy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		2013-C-1	North Portal Jet Flow Control Valve Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		2019-C-4	Critical Control Valve Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	4	2013-C-1	Meter Replacement Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		2007-2-B	Sheffield Tunnel Evaluation and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		2013-2-C	Lauro Reservoir Intake Assessment and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		2016-C-1	North Portal Intake Tower Seismic Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		1999-2-A	Tecolote Tunnel Concrete Deterioration Investigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			<b>Subtotal</b>	<b>\$ 742,000</b>	<b>\$ 1,808,000</b>	<b>\$ 4,550,000</b>	<b>\$ 1,225,000</b>	<b>\$ 610,000</b>	<b>\$ 8,935,000</b>
			<b>Grant Funding</b>			<b>\$ (750,000)</b>			<b>\$ (750,000)</b>
			<b>Proposed CVWD Funding</b>		<b>\$ (300,000)</b>	<b>\$ (300,000)</b>		<b>\$ (250,000)</b>	<b>\$ (850,000)</b>
		<b>Total</b>	<b>\$ 742,000</b>	<b>\$ 1,508,000</b>	<b>\$ 3,500,000</b>	<b>\$ 1,225,000</b>	<b>\$ 360,000</b>	<b>\$ 7,335,000</b>	
Proposed 2nd Amendment IIP (2021 - 2025)									
	Project ID	Project Name	2020-21	2021-22	2022-23	2023-24	2024-25	5-yr Total	
Priority	1	2012-1-A	SCC AVAR Valve Replacement/Relocation	\$ 90,000	\$ 190,000	\$ -	\$ -	\$ 40,000	\$ 320,000
	2	2004-2-I	SCC Blow-Off Nozzle/Valve Replacement	\$ 90,000	\$ 200,000	\$ -	\$ -	\$ 120,000	\$ 410,000
		2004-2-B	Rehabilitate Lateral Structures (LIVR)	\$ 85,000	\$ 450,000	\$ 550,000	\$ -	\$ -	\$ 1,085,000
		2014-C-61	SCADA Upgrades	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ 300,000
		2019-C-1	Lake Cachuma EPF Pump Station (if required)	\$ -	\$ -	\$ 1,600,000	\$ 1,475,000	\$ -	\$ 3,075,000
	3	2018-C-1	Lake Cachuma EPF Secured Pipeline Project	\$ 152,000	\$ 352,000	\$ 2,400,000	\$ -	\$ -	\$ 2,904,000
		2019-C-2	Modular Office Building Replacement	\$ 175,000	\$ 216,000	\$ -	\$ -	\$ -	\$ 391,000
		2018-C-2	SCC In-Line Isolation Valves	\$ -	\$ 400,000	\$ 500,000	\$ -	\$ -	\$ 900,000
		2019-C-3	Lake Cachuma Water Quality and Evaporation Buoy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		2013-C-1	North Portal Jet Flow Control Valve Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		2019-C-4	Critical Control Valve Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	4	2013-C-1	Meter Replacement Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		2007-2-B	Sheffield Tunnel Evaluation and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		2013-2-C	Lauro Reservoir Intake Assessment and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		2016-C-1	North Portal Intake Tower Seismic Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		1999-2-A	Tecolote Tunnel Concrete Deterioration Investigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			<b>Subtotal</b>	<b>\$ 742,000</b>	<b>\$ 1,958,000</b>	<b>\$ 5,050,000</b>	<b>\$ 1,475,000</b>	<b>\$ 160,000</b>	<b>\$ 9,385,000</b>
			<b>Grant Funding</b>			<b>\$ (750,000)</b>			<b>\$ (750,000)</b>
			<b>Actual / Proposed CVWD Funding</b>	<b>\$ (40,000)</b>	<b>\$ (450,000)</b>	<b>\$ (550,000)</b>			<b>\$ (1,040,000)</b>
		<b>Total</b>	<b>\$ 702,000</b>	<b>\$ 1,508,000</b>	<b>\$ 3,750,000</b>	<b>\$ 1,475,000</b>	<b>\$ 160,000</b>	<b>\$ 7,595,000</b>	

The proposed revised matrix is presented with notable changes including:

<b>Project</b>	<b>Explanation</b>	<b>Change</b>
<b>Lateral Structure Project</b>	An increase in costs due to actual bids received. <i>(The costs displayed over the 5-year planning period cover prioritized sections of the lateral rehabilitation project. Additional costs (\$592,000) will be presented in future years).</i>	\$400,000
<b>Line Valve Project</b>	A slight increase in costs due to projected costs on 2 <sup>nd</sup> isolation valve <i>(slightly more involved).</i>	\$50,000
<b>Overall 5-Year Gross Increase</b>		<b>\$450,000</b>
<b>Funding Offsets</b>	An increase in funding offset, but limited to the costs associated with the construction phase on the Lateral Project. No additional offsets available for 2 <sup>nd</sup> isolation valve project as compared to previous matrix.	<b>(\$190,000)</b>
<b>5-Year Net Change</b>		<b>\$260,000</b>

The proposed second amendment to the IIP does not constitute approval for any project not previously approved and authorized by the Board. All projects will be submitted to the appropriate Committee and Board of Directors for approval prior to design and construction.

Project descriptions are included as exhibits to this memorandum.

**FISCAL IMPACTS:**

The 2021-2025 IIP adopted by the Board in April 2021 included a net cost of \$7,335,000 over the five-year planning horizon. The proposed revised cost matrix increased by \$260,000 overall within the five-year planning horizon as explained in the table above.

**ENVIRONMENTAL COMPLIANCE:**

All environmental compliance measures required for each project contained within the IIP will be satisfied prior to project implementation.

**LEGAL CONCURRENCE:**

Resolution No. 736 has been reviewed by Legal Counsel.

**LIST OF EXHIBITS:**

- 1) Resolution No. 736
- 2) COMB 2021-2025 Infrastructure Improvement Plan Project Descriptions (In-Line Isolation Valve and LIVR Projects)

**THIS PAGE INTENTIONALLY LEFT BLANK**



**RESOLUTION NO. 736**

**RESOLUTION OF THE GOVERNING BOARD OF THE  
CACHUMA OPERATION & MAINTENANCE BOARD ADOPTING  
THE SECOND AMENDMENT TO  
THE COMB 2021-2025 INFRASTRUCTURE IMPROVEMENT PLAN**

**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, and a Second Amendment to the Amended and Restated Agreement made effective November 20, 2018 (collectively the “Joint Powers Agreement”); and

**WHEREAS**, the Member Agencies of COMB are the Goleta Water District, the City of Santa Barbara, the Montecito Water District, and the Carpinteria Valley Water District; 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, including the North Portal Intake Tower, the Tecolote Tunnel, the South Coast Conduit, the Sheffield Tunnel, four regulating reservoirs, flow control valves, meters, instrumentation at control stations, turnouts and appurtenant structures along the entire system; and

**WHEREAS**, the Five-Year 2021-2025 Infrastructure Improvement Plan (“IIP”), which contemplates certain projects, was initially adopted by the COMB Governing Board in February 2020, then subsequently amended in April 2021 (“First Amendment”); and

**WHEREAS**, each year, in conjunction with preparation of COMB's annual Operating Budget, the Governing Board reviews the upcoming infrastructure needs and related projects for COMB based on current conditions and priorities; and

**WHEREAS**, more detailed cost/benefit information, including potential funding offsets, is now available for certain infrastructure improvement projects; and

**WHEREAS**, since the initial adoption of the current IIP and First Amendment, project budgets and scheduling adjustments are necessary primarily due to declared drought conditions, shutdown limitations, results of completed engineering evaluations and potential funding offsets; and

**WHEREAS**, a second amendment to the IIP is necessary and will facilitate the decision-making process for allocation of resources to help ensure the delivery of quality, reliable water to the COMB Member Agencies (“Second Amendment”); and

**WHEREAS**, the proposed Second Amendment to the IIP is presented to the Governing Board with a recommendation to approve and adopt that amendment.

**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 approves the November 2021 Second Amendment to the 2021-2025 Infrastructure Improvement Plan, as set forth in the accompanying staff memorandum and Exhibit 2 of the memorandum.

3. This Resolution shall take effect immediately.

**PASSED, APPROVED AND ADOPTED** by the Governing Board of the Cachuma Operation and Maintenance Board, this 8<sup>th</sup> day of November 2021, by the following roll call vote:

**Ayes:**

**Nayes:**

**Absent/Abstain:**

**APPROVED:**

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

**ATTEST:**

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

## **APPENDIX A: IIP PROJECT DESCRIPTIONS**

Updated November 2021

**THIS PAGE INTENTIONALLY LEFT BLANK**

## Background

There are forty-four lateral connections housed in concrete cylinder structures on the Lower Reach of the South Coast Conduit. The function of these connections is to provide water to sections of the Montecito Water District and Carpinteria Valley Water District. Each connection generally contains two gate valves, a meter, and an air vent component. Most laterals have been abandoned and air gapped in the Upper Reach of the South Coast Conduit with the exception of the Goleta West Conduit.

## Need

Twenty-six of the existing lateral appurtenances in the lower reach pose an operational risk due to age, corrosion, and unreliable valve operating conditions. The dependability of these valves is necessary to provide reliable water service to customers served in sections of the Montecito and Carpinteria Water District Boundary areas. The consequence of not completing this project could result in lateral failure/inoperability limiting deliveries to customers served by those laterals or complicating operations if leak-by or a major failure occurred. The lateral valves need to be replaced prior to anticipated shutdowns of the South Coast Conduit in the Carpinteria area.

## Description

This project would replace corroded pipe and inoperable valves and air vents on lateral connections. The project will require shutdowns for the specified turnout distribution supply areas and would be coordinated with the impacted Member Agencies. Engineering was completed in 2021 and the lateral project was bid in September 2021. Lateral rehabilitation was prioritized into three major phases with the first phases proposed to occur in 2021-22 and 2022-23.



### PRIORITY CATEGORY

**2. Required to Maintain Level of Service**

### ESTIMATED COST

**\$1,680,000**

Fiscal Year	Phase	Cost
2020-21	Eng/Const	\$85,000
2021-22	Const. Phase 1	\$448,000*
2022-23	Const. Phase 2	\$555,000*
TBD	Const. Phase 3	\$592,000

\*As part of the proposed Cooperative Agreement with CVWD, CVWD would offset in-line isolation valve costs through completion of Phase 1 and Phase 2.

*This project has been identified by the USBR as a Category 2 recommendation.*

# South Coast Conduit Line Valve in Carpinteria for Repairs (2018-C-2)

## Background

To allow for shutdown repairs and continued water delivery in the event of disruption of service in the South Coast Conduit, additional in-line isolation valves are needed in the South Coast Conduit.

## Need

Pipeline break due to natural disaster could result in escaping flows. In an emergency scenario such as this, a line valve would divide the conduit, limiting outflow. In addition, several blow-offs and air vacuum air release (AVAR) structures on the South Coast Conduit are in disrepair and need periodic rehabilitation requiring a shutdown of the SCC. A line valve would allow COMB to rehabilitate these important structures without less disruption to customers.



## PRIORITY CATEGORY

**3. Addresses Critical Deficiency**

## ESTIMATED COST

**\$950,000\***

Fiscal Year	Phase	Cost
2021-22	Const. (La Mirada)	\$450,000*
2022-23	Const. (Lillingston)	\$500,000*

\*CVWD has proposed to offset the line valve costs by performing lateral rehabilitation work.

## Description

To facilitate shutdowns and repairs of the South Coast Conduit and to minimize service disruption, two (2) in-line isolation valves are required. COMB has proposed installing in-line isolation valves at La Mirada Drive and at Lillingston. The La Mirada isolation valve would allow a section of the South Coast Conduit, which currently serves eleven laterals to be subdivided to two segments, and would also allow three air vents and two blow-off structures to be rehabilitated in the Carpinteria area. This would allow COMB to complete a Category 1 recommendation from the U.S. Bureau of Reclamation to rehabilitate subgrade, air vent structures.

In exchange for this work, CVWD has proposed to contribute financially towards the rehabilitation of the lower reach SCC laterals through a cooperative agreement between COMB and CVWD to facilitate this exchange of work.

*An environmental/historic preservation review is required for all activities for which FEMA funds are being requested*

# CACHUMA OPERATION & MAINTENANCE BOARD

## BOARD MEMORANDUM

Date:	November 8, 2021
Submitted by:	Joel Degner
Approved by:	Janet Gingras

---

**SUBJECT:** Infrastructure Improvement Plan (IIP) Projects – COMB / Carpinteria Valley Water District (CVWD) Cooperative Agreement

---

**RECOMMENDATION:**

The Board of Directors review the COMB/CVWD proposed Cooperative Agreement, approve the agreement and authorize the Vice-President to execute the agreement with CVWD.

**SUMMARY:**

This memorandum outlines a revised approach for completion of the IIP Lower Reach Lateral Rehabilitation Project by proposing a collaborative work effort between Carpinteria Valley Water District (CVWD) and COMB to repair and rehabilitate aging infrastructure in the lower reach section of the South Coast Conduit and the CVWD distribution system.

COMB staff has made significant progress on the rehabilitation of the South Coast Conduit (SCC) system and appurtenances starting in the late 1990's and early 2000's. The upper reach of the SCC system, which includes the area from the South Portal to Lauro Reservoir, was extensively rehabilitated during that time. COMB staff worked with the Bureau of Reclamation and consultant engineers to repair and replace important infrastructure components to achieve a reliable conveyance system in the upper reach.

Appurtenance structures in the lower reach of the system are over seventy years old and have reached their maximum life span. COMB developed the Five-Year Infrastructure Improvement Plan (IIP) to address deficiencies within the system including over thirty aging lateral structures in the lower reach. Staff was approached by CVWD to discuss a proposed plan to rehabilitate the system utilizing financial assistance from the District.

**BACKGROUND:**

In the Carpinteria reach of the SCC, there exists over thirty laterals along five miles of the conduit with only three isolation valves, making it nearly impossible to shut down a section of the conduit without significant water service outages for CVWD customers. As such, the ability for COMB to repair and rehabilitate the existing laterals and South Coast Conduit (SCC) air-vacuum air release/blowoff (AVAR/BO) structures in this section of the system is extremely difficult due to the limitations on shutting down the system for the period of time needed to perform the necessary repair work.

CVWD has proposed to participate financially in rehabilitating SCC laterals in collaboration with COMB installing two (2) isolation valves on the SCC. This approach would allow improved isolation and enable longer shutdowns to repair and maintain the system in the future or during an emergency.

## Lower Reach Lateral Structures

The lower reach lateral facilities are part of the SCC from the connection at the conduit to just past the second downstream guard valve (Figure 1). The existing lateral appurtenances pose an operational risk due to age, corrosion, and valve operating conditions. The dependability of these valves is necessary to isolate the CVWD distribution system from the conduit during maintenance and repair on SCC facilities. Most of the lateral connections need replacement valves installed to effectively isolate the laterals ahead of any planned shutdown for repairs to the SCC air-vac and blowoff structures (Schedule F). COMB hired Flowers and Associates to investigate the current lateral arrangements and to produce rehabilitation designs. COMB, CVWD and Flowers & Associates jointly visited the lateral structures in 2019 and 2020 to develop designs for the rehabilitation project.

Each lateral structure generally contains three vaults with confined space entry requirements (Figure 1): an upstream valve vault, a meter vault, and a downstream valve vault. The original meters were replaced with compound meters in 1957 to better measure low flows. The original method of measuring water deliveries at each of the laterals has been replaced with measurement at the CVWD boundary meter making these lateral meters obsolete. The proposed lateral rehabilitation design would remove the three structures and the obsolete compound meter and replace them with new piping, buried valves, and valve boxes. During the process, existing subgrade air vents (in approximately half the laterals) would be raised above grade. For COMB, this would eliminate over 90 confined space structures, 16 subgrade lateral air vents, and associated future structure maintenance. For CVWD, this could increase flow to the laterals by removing the obsolete compound meters and improve the operational flexibility during conduit shutdowns.

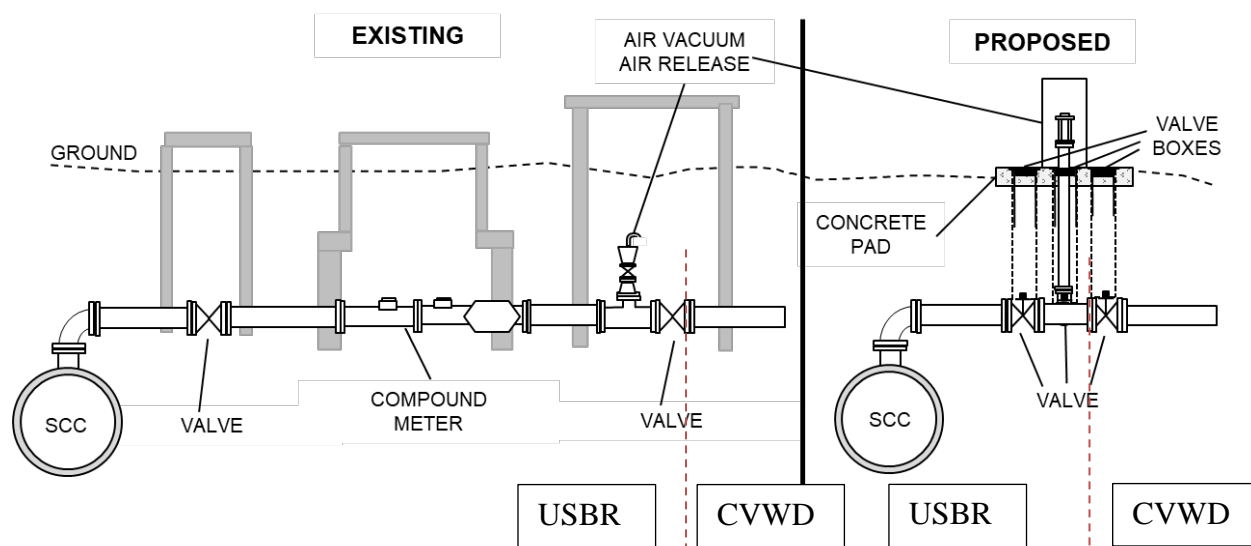


Figure 1. Existing Lateral Turnout Structure/Proposed Lateral Turnout Structure

## Remaining SCC AVAR/BO Structures

The rehabilitation upgrades to the SCC AVAR/BO facilities are essential for continued reliable delivery of water through the South Coast Conduit (SCC). The SCC AVAR-BO work has been divided into six schedules, A through F (Figure 2). Schedule A, B, C, D, and E were successfully completed by Cushman Contracting Corporation with the rehabilitation of 42 structures from 2018-2020. Schedule F in the CVWD Service Area involves the rehabilitation of 12 structures (five air vents and seven blowoffs on the SCC). Using the existing line valves, the SCC in Carpinteria can be divided into 4 separate zones for shutdowns. During a shutdown of a zone, CVWD would need to supply water using temporary facilities to each lateral within the zone to maintain customer service.

After considerable engineering effort, CVWD has estimated that it would cost over \$1 million dollars to provide water supplies to their laterals to facilitate SCC shutdowns to repair the AVAR/BOs, mainly through temporary bypass piping and water tending trucks with the shutdown proposed in the current four zones.



The District has suggested a more viable, permanent solution which would contemplate the installation of robust connection improvements and the installation of two new isolation valves in the SCC. If this approach is acceptable, there would be long-term benefits in implementing an alternative approach to improving the lower reach system rather than spending significant capital on temporary bypass piping.

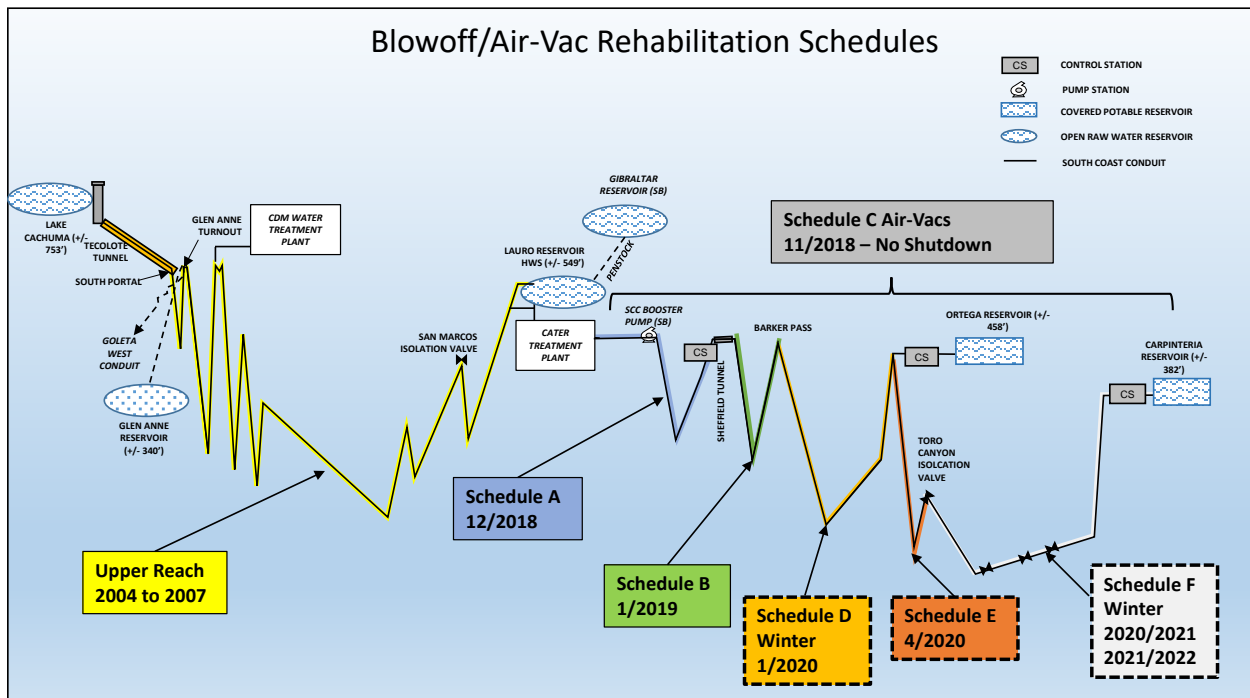


Figure 2. SCC Air-Vac/Blowoff Rehab Schedule

The isolation valve(s) installation on the SCC are not part of SCC AVAR/BO project. As such, CVWD has proposed to fund up to \$1m of improvements for the lateral rehabilitation project through the use of dedicated District capital budget. In collaboration, COMB has shifted budgeted funding from the lateral rehabilitation project to the installation of two in-line isolation valves, resulting in a long-term benefit and operational flexibility for both COMB and the District. This approach would effectively result in CVWD funding the SCC inline isolation valves by way of offsetting costs to the lateral rehabilitation project. The intent of CVWD is to keep COMB whole with an alternative work plan.

**FISCAL IMPACTS:**

The cooperative agreement will be divided into two phases. The first phase will involve \$450,000 in costs in FY 2021-22 to each agency based on the costs for the installation of the La Mirada Isolation Valve. CVWD will in turn rehabilitate lateral structures in Phase 1 equal to the \$450,000 costs of the La Mirada Isolation Valve. COMB has sufficient funding available in the Fiscal Year 2021-2022. The Cooperative Agreement includes a Review of Progress of work after Phase 1 is complete. After the review, depending on the performance of work, the amount of funds expended, and the current funding available (which may be impacted by drought conditions) the COMB Board would have discretion on the continuation of Phase 2 and approval of the second in-line isolation valve (Lillingston) for construction in Fiscal Year 2022-2023. The Lillingston isolation valve is estimated to cost \$500,000 and would be reviewed and approved by the COMB Board in Fiscal Year 2022-2023 to initiate Phase 2 of the agreement.

**LEGAL CONCURRENCE:**

Legal counsel recommends that COMB enter into a cooperative agreement with CVWD if the Board approves moving forward with the isolation valves/lateral rehabilitation projects.

**ENVIRONMENTAL COMPLIANCE:**

Reclamation provided COMB a Category 1 recommendation to rehabilitate all subgrade air valve to above ground locations in 2012. COMB is the only Reclamation transferred project work agency with an outstanding Category 1 recommendation in the Mid-Pacific region. Reclamation typically requires Category 1 recommendations to be completed within six months. Reclamation requests frequent updates and expects forward progress on the completion of the Category 1 recommendation. The proposed cooperative agreement facilitates the completion of the Category 1 recommendation.

**COMMITTEE STATUS:**

The Operations Committee reviewed the COMB/CVWD Proposed Draft Cooperative Agreement and forwards to the Board of Directors with a recommendation to review and provide direction to staff as appropriate.

**LIST OF EXHIBITS:**

1. Cooperative Agreement
  - A. Schedule
  - B. Letter of Understanding

**COOPERATIVE AGREEMENT**  
**Between**  
**Cachuma Operation and Maintenance Board**  
**and**  
**Carpinteria Valley Water District**

**(For Collaboration on Rehabilitation Projects Improving the South Coast Conduit  
in the Carpinteria Reach)**

This cooperative agreement (Agreement) is entered into this \_\_\_ Day of \_\_\_\_\_ of 2021 by and between the Carpinteria Valley Water District (“CVWD”) a California County Water District, and the Cachuma Operation and Maintenance Board (“COMB”), a Joint Powers Authority (individually, “Party,” and collectively, “Parties”).

**RECITALS**

**WHEREAS**, COMB operates and maintains certain Cachuma Project facilities pursuant to a Transfer of Operation and Maintenance Contract with the United States Bureau of Reclamation (“Reclamation”), including the intake tower and attached appurtenances at Cachuma Lake, enabling continued gravity flow to the Tecolote Tunnel through to the South Coast Conduit (“SCC”). The SCC is a critical piece of infrastructure that provides for the conveyance of Cachuma Project water and State Project water to over 200,000 residents on the South Coast of Santa Barbara County (“South Coast”); and

**WHEREAS**, since the late 1990s, COMB has made significant progress on the rehabilitation of the SCC system and its appurtenances. Specifically, the upper reach of the SCC system, which includes the area from the South Portal to Lauro Reservoir, was extensively rehabilitated during that time. As part of these efforts, COMB worked with Reclamation and consultant engineers to repair and replace important infrastructure components of the SCC to achieve a reliable conveyance system in the upper reach.

**WHEREAS**, the Carpinteria Valley Water District (“CVWD”) utilizes the SCC in the lower reach, which includes the area from Ortega Reservoir to Carpinteria Reservoir (“Carpinteria Reach”) through the use of structures known as “laterals,” as part of its distribution system within its service area; and

**WHEREAS**, approximately twenty five (25) of the thirty ( 30) lateral structures in the Carpinteria service area are over seventy (70) years old, have corrosion and valve operating limitations and thereby, have reached their maximum life span and are in critical need of rehabilitation; and

**WHEREAS**, COMB developed the Five-Year Infrastructure Improvement Plan (“IIP”) to address deficiencies within the SCC system, including within the Carpinteria Reach, which consists of rehabilitation of laterals and rehabilitation of air vacuum, air release (AVAR)/blow-off (BO) valves; and

**WHEREAS**, the ability for COMB to repair and rehabilitate structures within the Carpinteria Reach, including the air vacuum/air release–blow-off valves, is extremely difficult due to limitations of shutting down the SCC system for the period of time needed to perform the necessary repair work; and

**WHEREAS**, the AVAR/BO Rehabilitation Project is essential for continued reliable delivery of water through the SCC. COMB retained an engineering consultant to assist COMB with the design of the AVAR/BO Rehabilitation Project, which was divided into six (6) schedules (A through F). During the period 2018 through 2020, Schedules A, B, C, D and E of the AVAR/BO Rehabilitation Project were successfully completed by COMB, with the rehabilitation of 42 AVAR/BO structures; and

**WHEREAS**, Schedule F of the AVAR/BO Rehabilitation Project is located within the Carpinteria Reach and involves the rehabilitation of 12 structures: five (5) AVARs and seven (7) BOs located on the SCC; and

**WHEREAS**, CVWD proposed a collaborative alternative to the IIP, wherein certain structures within the Carpinteria Reach would be rehabilitated utilizing financial assistance from CVWD, with COMB providing alternative SCC system improvements. Specifically, under this alternative plan, CVWD will proceed with the construction and fund the rehabilitation of laterals (“SCC Lateral Isolation Valve Replacement” or “LIVR Project”), with COMB installing two (2) new in-line isolation valves on the SCC within the Carpinteria Reach (“SCC In-Line Isolation Valve Project”) (collectively, the “Alternative Project”); and

**WHEREAS**, based on the existing isolation in-line valves in the Carpinteria Reach, the SCC can be divided into four (4) separate zones for purposes of shutdowns of the SCC system necessary to perform any rehabilitation projects, including the AVAR/BO Rehabilitation Project. During a shutdown of any one of those four (4) zones, CVWD would need to supply water to each lateral within the zone to maintain customer service, which would mainly involve temporary bypass piping and water-tending trucks. CVWD has estimated that it would cost over \$1 million to provide water supplies to its laterals in order to facilitate the shutdowns of the SCC in the four (4) zones as part of the AVAR/BO Rehabilitation Project.

**WHEREAS**, as part of the Alternative Project, CVWD proposes a more viable, permanent solution to providing water to its customers during any shutdowns of the SCC system in the Carpinteria Reach, which proposes the installation of pipeline and valve improvements, including the installation of two (2) new isolation valves as part of the SCC In-Line Isolation Valve Project and the SCC Lateral Isolation Valve Replacement. In doing so, the Alternative Project (LIVR) will provide long-term capital improvements in rehabilitating the Carpinteria Reach, rather than expending resources on temporary bypass piping and water-tending trucks; and

**WHEREAS**, the Alternative Project provides for a target final completion date of Spring 2023 for both the LIVR and the SCC In-Line Isolation Valve Projects, as well as other IIP projects except for certain laterals in the LIVR Project that will be postponed due to funding limitations or low priority as agreed to by the Parties (“lower priority laterals”). The IIP projects include

originally-planned work involving the rehabilitation of a portion of the air vacuum/air release–blow-off valves (“AVAR/BO”) located within the Carpinteria Reach (“AVAR/BO Rehabilitation Project”). The Alternative Project will alleviate COMB from rehabilitating the 18 of the 25 aged laterals and thereby, allow improved isolation of the SCC system and enable longer shutdowns to repair and maintain the system in the future or during an emergency; and

**WHEREAS**, each of the laterals generally contain three (3) vaults with confined space entry requirements: an upstream valve vault; a meter vault; and a downstream valve vault. The six-inch and larger laterals also contain compound meters, which were installed in 1957, and are designed to better measure low flows. The LIVR Project proposes to remove the three (3) vault structures and the obsolete compound meter from each of the laterals as identified in the LIVR Project design, and replace them with new piping, buried valves, and valve boxes. The existing subgrade air and vacuum valves on the lateral structures will be raised above grade; and

**WHEREAS**, the dependability of the laterals is essential to provide reliable water service to customers in the Carpinteria Reach. Many of the connections in the laterals require the installation of replacement valves in order to effectively isolate the laterals ahead of any planned SCC shutdown for repairs to the AVAR/BOs as proposed in Schedule F of the AVAR/BO Rehabilitation Project; and

**WHEREAS**, for both agencies, the benefit of the Alternative Project will include the elimination of up to fifty (50) confined space structures, thirteen (13) subgrade AVAR’s and associated future structure maintenance as well as providing more operational flexibility during SCC maintenance and shutdowns; and

**WHEREAS**, based on bid estimates and historical isolation valve projects, it is estimated that the installation of the La Mirada and Lillingston In-Line Isolation valves will cost up to \$450,000 and \$500,000, respectively, for a total estimated costs of approximately \$950,000; and

**WHEREAS**, based on bids collected by CVWD for the LIVR Project, the LIVR Project will cost \$1,597,031 to complete all 33 lateral structures. CVWD proposes to pay for the rehabilitation of 18 of the 33 laterals in the Carpinteria Reach for a cost up to \$1,000,000, plus an additional cost of \$250,000 for design and construction management. COMB and CVWD staff have prioritized lateral structures to reduce overall work on the LIVR Project to an approximate value of \$1,000,000 by eliminating recently rehabilitated laterals and lower priority laterals that will not affect the completion of the AVAR/BO Project’s implementation; and

**WHEREAS**, CVWD is pursuing grant funding to help with the lower-priority laterals, and will add these laterals back into the LIVR Project if it successfully acquires funding; and

**WHEREAS**, the laterals are numbered “1 through 30,” and are divided into six (6) separate isolation zones under the Alternative Project. The first phase of the LIVR Project will include laterals numbered 1 through 6, and lateral 17 which are in isolation zones as follows, “Zone 1” (or “Z1”), and “Zone 4” (or “Z4”), respectively "Phase One".. This first phase of the LIVR Project is anticipated to begin in the 2nd Quarter of FY 2021-2022 (November) and be completed by the 4th Quarter of FY 2021-2022 (May 2022), as noted in the schedule for the

Alternative Project (“Schedule”), which is set forth in Table 1 in “Attachment A” to this Agreement and is incorporated herein by reference; and

**WHEREAS**, the second phase of the LIVR Project will include laterals numbered 7 through 10, laterals numbered 12 through 16, which are referred to as “Zone 2”(or “Z2”) and “Zone 3”(or “Z3”), respectively (“Phase Two”). This second phase of the LIVR Project is anticipated to begin in the 2nd Quarter of FY 2022-2023 (November 2022) and be completed by the 4th Quarter of FY 2022-2023 (May 2023), as noted in the Schedule, Table 1, Attachment A; and

**WHEREAS**, in performing the LIVR Project, CVWD shall improve those specific laterals identified by COMB as a priority or preference, pursuant to the Schedule set forth in Table 1, Attachment A to this Agreement; and

**WHEREAS**, the SCC In-Line Isolation Valve Project is currently estimated to cost \$950,000. The portion of prioritized laterals to be rehabilitated in Phase One (~\$450,000) and Phase Two (~\$550,000) is valued at \$1,000,000. In essence, as part of the Alternative Project, and in collaboration with CVWD, COMB will shift budgeted funding from its originally-planned lateral rehabilitation project to the SCC In-Line Isolation Valve Projects, during which COMB will perform an approximate equivalent amount of work, resulting in a long-term benefit and operational flexibility for both COMB and CVWD.

**WHEREAS**, in regard to the SCC In-Line Isolation Valve Project, CVWD and COMB worked together to identify the existing isolation valves to be installed in order to provide the most operational flexibility to facilitate SCC system shutdowns. The two in-line isolation valves selected for installation as part of the SCC In-Line Isolation Valve Project are: (1) one located on the north shoulder of Highway 192, east of La Mirada Drive (“La Mirada” isolation valve); and (2) one located west of Lillingston Canyon Road near Carpinteria Creek (“Lillingston” isolation valve). These two (2) isolation valve locations were also selected to limit potential impacts to Highway 192, including the amount of traffic control that would be required in order to reduce costs; and

**WHEREAS**, the La Mirada isolation valve is proposed to be installed as part of the first phase of the SCC In-Line Isolation Valve Project. The engineering for the La Mirada isolation valve was completed at the end of FY 2020-21 (June 2021). COMB’s installation of the La Mirada isolation valve would begin and be completed in the 2nd Quarter of FY 2021-2022 (October - December 2021), as noted in the Schedule, Table 1, Attachment A; and

**WHEREAS**, the Lillingston isolation valve is proposed to be installed as part of the second phase of the SCC In-Line Isolation Valve Project. The engineering for the Lillingston isolation valve should be completed by the 4<sup>th</sup> Quarter of FY 2021-2022 (June 2022). COMB’s installation of the Lillingston isolation valve should begin and be completed in the 2nd Quarter of FY 2022-2023 (October - December 2022), as noted in the Schedule, Table 1, Attachment A; and

**WHEREAS**, in the event COMB decides not to proceed with the installation of the Lillingston isolation valve under the second phase of the SCC In-Line Isolation Valve Project pursuant to

Section 4 (Review of Progress of Work) herein below, due to, for example, costs expended by COMB on the La Mirada Project under the first phase of the SCC In-Line Isolation Valve Project exceed the projected costs of Phase One of the LIVR Project, CVWD has agreed to pay for the performance of additional lateral work in an amount to equal that of the costs expended by COMB in completing the first phase of the In-Line Isolation Valve Project ( e.g., La Mirada isolation valve).

**WHEREAS**, the existing shutdown zone in the Carpinteria Reach, including the two (2) AVAR's numbered 643+92 and 676+67 would result in outages of the laterals numbered 1 through 11 in said Reach. As part of the SCC In-Line Isolation Valve Project, the installation of the La Mirada isolation valve would allow this particular shutdown zone to be split into two (2) segments ("Z1" and "Z2"). The first of these two segments, which includes laterals numbered 1 through 6, has three (3) AVAR's and two (2) BOs that require rehabilitation. As such, as part of the LIVR Project, CVWD is anticipated to first start with the rehabilitation of laterals numbered 1 through 6 respectively in Fiscal Year 2021-22 in order to prepare for the anticipated "Z1" shutdown of the SCC in the Carpinteria Reach during the winter of 2021-22; and

**WHEREAS**, the proposed Alternative Project, including the LIVR Project and the SCC In-Line Isolation Valve Project, require approval from Reclamation prior to any construction.

**NOW, THEREFORE**, based on the foregoing, the Parties hereby agree to the following:

1. Project Schedule. The Schedule for the Alternative Project is set forth in Table 1, Attachment A to this Agreement and is incorporated herein by reference.

1.1. As set forth in the Schedule, the Parties anticipate that the Alternative Project will be completed before April 2023.

1.2. The Parties shall work together to meet the timelines set forth in the Schedule. The Parties understand that the timelines in the Schedule are subject to change due to emergency conditions, including those related to the declared drought emergency. In addition, in the event that any necessary changes are agreed-upon, the Schedule will be adjusted pursuant to negotiation and agreement between the Parties.

2. COMB Obligations and Duties. COMB agrees to:

2.1. Subject to approval by Reclamation, enter into this Agreement regarding the Alternative Project under which the Parties will collaborate on rehabilitation projects improving the SCC in the Carpinteria Reach;

2.2. Perform the SCC In-Line Isolation Valve Projects as follows:

a. Install the La Mirada isolation valve as part of the first phase, pursuant to the Schedule set forth in Table 1, Attachment A, in coordination with the schedule of CVWD's performance of the LIVR Project; and

b. Subject to the Review of Progress of Work, as described herein-below in Section 4, install the Lillingston isolation valve as part of the second phase, pursuant to the Schedule set forth in Table 1, Attachment A, in coordination with CVWD's performance of the LIVR Project; and

2.3. Cooperate and coordinate with engineering consultants and CVWD staff when carrying out and implementing this Agreement regarding the Alternative Project;

2.4. Participate in meetings regarding the Alternative Project, when appropriate;

2.5. Reasonably and timely notify CVWD if assumptions regarding the SCC In-Line Isolation Valve Projects change after work begins on said Project;

2.6. Provide legal access to the SCC to CVWD and its contractors for the purpose of performing the work under this Agreement; and

3. CVWD Obligations and Duties. CVWD agrees to:

3.1. Subject to approval of Reclamation, to enter into this Agreement regarding the Alternative Project under which the Parties will collaborate on rehabilitation projects improving the SCC in the Carpinteria Reach;

3.2. Perform the LIVR Project pursuant to the Schedule set forth in Table 1, Attachment A, in coordination with COMB's performance of the SCC Isolation Valve Project;

3.3. Pay, up to the total amount of \$33,500, for the engineering designs for the Lillingston isolation valve as part of the SCC Isolation Valve Project, pursuant to the Schedule set forth in Table 1, Attachment A;

3.4. In the event COMB decides not to proceed with the installation of the Lillingston isolation valve under the second phase of the SCC In-Line Isolation Valve Project pursuant to Section 4 (Review of Progress of Work) herein below, due to, for example, costs expended by COMB on the La Mirada Project under the first phase of the SCC In-Line Isolation Valve Project exceed the projected costs of Phase One of the LIVR Project, CVWD shall pay for the performance of additional lateral work in an amount to equal that of the costs expended by COMB in completing the first phase of the In-Line Isolation Valve Project ( e.g., La Mirada isolation valve).

3.5. At its option, request that any surplus unexpended funds held by COMB on behalf of CVWD under the terms and conditions of 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 (“COMB JPA Agreement”) be used to pay for all or part of outstanding invoices for the work performed on the SCC Isolation Valve Projects;



3.6. Cooperate and coordinate with engineering consultants and COMB staff when carrying out and implementing this Agreement regarding the Alternative Project;

3.7. Participate in meetings regarding the Alternative Project, when appropriate;

3.8. Reasonably and timely notify COMB if assumptions regarding the LIVR Project change after work begins on said Project;

3.9. Provide legal access to the SCC's Carpinteria Reach to COMB and its contractors for the purpose of performing the work under this Agreement; and

4. Review of Progress of Work. The Parties agree that upon completion of the first phase of the LIVR Project, involving Zones 1 and 4, anticipated in the 4th Quarter of FY 2021-2022 (April 2022), as noted in the Schedule set forth in Table 1, Attachment A, the Parties shall review and evaluate the progress of the work to date, including the performance of the work and the amount of funds expended on said Project (the "Review"). This Review shall occur no later than the end of the 4th Quarter of FY 2021-2022 (June 30, 2022), and can be initiated by written notice by either Party.

4.1. Upon notice of such a Review, the Parties shall have thirty (30) days to conduct said Review.

4.2. As part of this Review, the Parties shall consider whether they are satisfied with the progress and nature of the work being performed on said Project, including whether the work has been cost-effective and within the estimated budget.

4.3. If a Party believes the work to date is not satisfactory and/or is not within the anticipated budgetary cost estimates, within thirty (30) days from the completion of the Review, the Party shall inform the other Party of any such concerns, including any proposed changes or revisions necessary to address and remedy said concerns. During this 30-day period, each Party shall provide notice to the other Party whether it intends to proceed with the next scheduled phase of the Alternative Project, as set forth in the Schedule in Table 1, Attachment A, or whether it will terminate this Agreement, as provided in this Agreement.

5. Performance. The Parties agree to perform, comply with and satisfy all of the terms and conditions of this Agreement.

6. Standards of Performance. All work performed by the Parties or their respective contractors under this Agreement shall be sufficient to meet the purposes specified herein and shall be rendered in accordance with the accepted practices and to the standards of said contractors' profession. Accordingly, the Parties and their respective contractors shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which their contractors are engaged. All products of whatsoever nature, which the Parties and their contractors deliver pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall

conform to the standards of quality normally observed by a person practicing in these contractors' profession.

7. Provision of Information. The Parties shall make available all data and information in their respective possession necessary for the satisfactory preparation and completion of the work under this Agreement, and shall actively aid and assist the other Party in obtaining such information from other agencies and individuals, if necessary.

8. Permits and Licenses. The Parties agree that they shall procure all necessary permits and licenses for the respective work they are performing under this Agreement from all agencies having jurisdiction in the Alternative Project area. Copies of such permits and licenses shall be maintained for a period of at least three (3) years after the completion of the Alternative Project.

9. Term of Agreement. The term of this Agreement will begin on the date this Agreement is signed by both Parties, and will remain in full force and effect until the completion of the work of the Alternative Project, subject to earlier termination as provided in this Agreement, and with said term subject to extension by mutual written agreement of the Parties. As noted in the Schedule in Table 1, Attachment A, it is anticipated that the work under this Agreement will be completed before April 2023.

10. Termination of Agreement. Except as otherwise provided in this Agreement, the Parties may terminate this Agreement at any time by giving the other Party at least thirty (30) days written notice thereof. Upon termination, any outstanding invoices shall be paid for that portion of the work completed prior to termination.

11. Indemnification. Each Party shall indemnify the other Party against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of any facility or thing furnished by the indemnifying party in connection with the work performed and activities under this Agreement, arising out of any acts done or words spoken by persons furnished therefore by it and/or or any use of any material furnished therefore by it, or arising out of or caused by its breach of any warranty or agreement contained in this Agreement. Each Party shall provide the other party with prompt written notice of any such claims of which the first Party is aware, and the Parties shall cooperate in the defense and resolution of such claims.

11.1. The indemnification and hold harmless obligations provided in this Agreement shall continue in full force and effect during the entire term of this Agreement, and shall also survive the expiration or termination of this Agreement.

12. Insurance. In the performance of the work under this Agreement, each Party shall require its respective contractors to maintain the following minimum liability and property damage insurance in the amount of (no less than): (a) general liability of Two Million Dollars (\$2,000,000) for each occurrence; (b) automobile liability of One Million Dollars (\$1,000,000.00) for each occurrence of bodily injury and property damage; and (c) professional liability (errors and omissions) of Two Million Dollars (\$2,000,000.00) for

liability aggregate (“Policy”). The Policy shall name the respective Party as an additional insured and contain a provision that coverage afforded under the Policy shall be for the duration of the performance of the work, and shall not be canceled or not renewed until at least thirty (30) days’ prior written notice to the Parties by certified or registered mail with proof of receipt. Each Party shall require that their respective contractors’ Policy be issued by responsible insurers that are admitted in California and have a current A. M. Best’s rating of no less than A:VII or equivalent.

13. Modification of Agreement. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

14. Entire Agreement. This Agreement, which incorporates herein the Letter Agreement in Attachment A, supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, representation, warranty, condition or promise related to the subject matter of this Agreement that is not contained in this Agreement shall be valid or binding.

15. Governing Law. The Parties agree that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, shall be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, in Santa Barbara County, without regard to the jurisdiction in which any action or special proceeding may be instituted.

16. Dispute Resolution. In the event a dispute arises out of, or in connection with, this Agreement, the Parties shall attempt to resolve the dispute through friendly consultation.

16.1. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation.

17. Records. Each Party shall retain all its records relating to this Agreement for a period of three (3) years following expiration or termination of the Agreement, or following resolution of any dispute under this Agreement, whichever occurs later.

18. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other remaining provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

19. Non-Assignment. The Parties shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Parties, and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

20. Nature of Relationship. The Parties agree that nothing in this Agreement is intended, or is to be deemed, to create a partnership or joint venture between the parties.

20.1. The Parties further agree that their work and activities under this Agreement are performed as independent agencies. None of the employees or agents of any Party shall be employees or agents of any other Party to this Agreement.

20.2. Except as provided in this Agreement, the Parties' respective responsibilities relating to the SCC and the Carpinteria Reach, and any associated facilities and structures, shall not be altered by this Agreement.

21. No Waiver. No waiver or modification of any of the terms of this Agreement shall be valid unless in writing. No waiver by either Party of a breach or default of this Agreement shall be deemed a waiver by such Party of any subsequent breach or default.

22. Third Party. Nothing in this Agreement, expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any Party to the Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any Party to this Agreement.

23. Counter Parts. This Agreement may be executed in one or more counterparts, and shall become effective when one (1) or more counterparts have been signed by all of the Parties; each counterpart shall be deemed an original, but all counterparts shall constitute a single document.

24. Notices. All notices, demands, and communications between the Parties shall be in writing and duly addressed as indicated below and given by email, personal delivery, registered or certified mail (postage prepaid and return receipt requested), Federal Express or other reliable private express delivery, or by facsimile transmission.

24.1. Such notices, demands, or communications shall be deemed received (a) upon delivery, if personally served or sent by facsimile, or (b) after three (3) business days, if given or sent by any other approved manner specified above.

24.2. Any Party to this Agreement may change its below-specified name, address, facsimile number, or person to whom attention should be directed by giving notice as specified in this Section.

24.3. Notices, demands, and communications under this Agreement shall be duly addressed and sent as follows:

To CVWD:  
Attn: Robert McDonald, General Manager  
[Bob@CVWD.net](mailto:Bob@CVWD.net)  
1301 Santa Ynez Ave  
Carpinteria CA, 93013  
805- 684-2816, ext. 123

TO COMB:  
Attn: Janet Gingras, General Manager  
[jgingras@cachuma-board.org](mailto:jgingras@cachuma-board.org)  
3301 Laurel Canyon Road,  
Santa Barbara CA 93105  
805 687- 4011 ext. 201

25. Authority. The individuals signing this Agreement represent and warrant that they have the authority to enter into and sign this Agreement on behalf of the Party they represent, and that the consent, approval, or signature of or by any other person or third party is not required to legally bind their Party to the terms and conditions of this Agreement.

This Agreement shall be effective as of the date noted on page one (1) of this Agreement.

**IN WITNESS WHEREOF**, the undersigned execute this Agreement on behalf of the Parties.

Acknowledged and Agreed

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Mathew Roberts, Board President,  
Carpinteria Valley Water District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Roger Myers, General Counsel

Acknowledged and Agreed

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Kristen Sneddon, Vice-President  
Cachuma Operation & Maintenance  
Board

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
General Counsel

## Attachment "A"

<b>COMB/CVWD Cooperative Agreement Schedule</b>																										
<b>PROJECT DESCRIPTION</b>	Fiscal Year 2021-2022												Fiscal Year 2022-2023													
	1st QTR			2nd QTR			3rd QTR			4th QTR			1st QTR		2nd QTR		3rd QTR		4th QTR							
	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J		
LINE VALVE PROJECT							LA MIRADA CONST							LILLING. ENG				LILLING. CONST								
LATERAL REHABILITATION							LAT 1-6 (Z1) LAT 17 (Z4)													LAT 7-10 (Z2) LAT 12-16 (Z3)						

**THIS PAGE INTENTIONALLY LEFT BLANK**





# Carpinteria Valley Water District

1301 Santa Ynez Avenue • Carpinteria, CA 93013  
Phone (805) 684-2816

BOARD OF DIRECTORS

*Matthew Roberts*  
President  
*Shirley L. Johnson*  
Vice President  
*Korey L. Capozza*  
*Polly Holcombe*  
*Case Van Wingerden*

October 29, 2020

GENERAL MANAGER

*Robert McDonald, P.E., MPA*

Janet Gingras, General Manager  
Cachuma Operation & Maintenance Board  
3301 Laurel Canyon Road,  
Santa Barbara CA 93105

**Re: Letter Understanding – For the Engineering Design of an Isolation Valve  
Located in the Carpinteria Reach of the South Coast Conduit**

This letter understanding (Agreement) is entered into this 28th Day of October 2020 by and between the Carpinteria Valley Water District (District), a California County Water District, and Cachuma Operation and Maintenance Board (COMB), a Joint Powers Authority (hereinafter the Parties).

COMB and the District are developing a proposed alternative approach (Alternative Project) to complete the 5-Year Infrastructure Improvement Projects (IIP), including one involving a portion of the Air Vacuum/Air Release – Blow-off Valve (AV/BO) Rehabilitation and Lower Reach Lateral Rehabilitation Projects in the Carpinteria Reach of the South Coast Conduit (SCC).

This proposed Alternative Project will include the installation of two (2) isolation valves on the SCC, in addition to the originally planned work. Specifically, pursuant to the proposed Alternative Project, CVWD would proceed with the rehabilitation of the existing lower reach lateral structures, while COMB would install two isolation valves in the system.

COMB and the District desire to keep to the proposed schedule for the Alternative Project within the overall IIP, with a completion target date of Spring 2023.

Engineering designs for the first isolation valve, known as the La Mirada isolation valve, would be the initial order of work needed to move forward with the Alternative Project. A proposal for this work was received from consulting engineers Flowers and Associates, Inc. through an RFP process, and has been evaluated and recommended by staff as the prevailing proposal. For fiscal year 2021, the District has agreed to pay up to \$49,400 for the preparation of the engineering designs for the La Mirada isolation valve (hereinafter referred to as the Work).

A comprehensive “Cooperative Alternative Project Agreement” is under development by legal counsel for the Parties, anticipating that it will be approved by both Parties in the near term. The Cooperative Alternative Project Agreement would outline terms, conditions, schedules and

expectations for the larger, more comprehensive Alternative Project.

This simple Agreement, when approved by both parties, will allow COMB to move forward with the Work, namely, preparing the engineering design for the La Mirada isolation valve, which is the first isolation valve in the Alternative Project, with financial assurances from the District and no financial risk to COMB.

Based on the foregoing, the Parties agree to the following:

COMB is the appropriate agency to contract The Work and the District is the appropriate agency to fund The Work.

COMB Duties;

- COMB shall contract with Flowers and Associates, Inc. to complete the Work under its authority to conduct such work on the SCC;
- COMB shall cooperate with the District when carrying out the contract for The Work;
- COMB shall reasonably notify the District if assumptions of The Work change after work begins; and
- COMB shall reasonably and timely notify the District when an invoice for The Work is received and the amount of said invoice is due.

District Duties;

- The District shall be responsible to pay for the The Work;
- The District shall promptly pay invoices for The Work upon request from COMB;
- The District may request that any surplus unexpended funds held by COMB on behalf of the District be used to pay for all or part of outstanding invoices for The Work; and
- The District shall coordinate and cooperate with the engineering consultant and COMB staff in the implementation of the Work.

This Agreement contains the entire agreement and understanding concerning The Work, and this Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral, except as they are included in this Agreement.

This Agreement may not be modified, except by a writing signed by the Parties.

Any arbitration or litigation arising out of this Agreement shall be conducted only in the Santa Barbara County, State of California.

All notices, demands, and communications between the Parties shall be duly addressed as indicated below and given by Email, personal delivery, registered or certified mail (postage prepaid and return receipt requested), Federal Express or other reliable private express delivery, or by facsimile transmission. Such notices, demands, or communications shall be deemed

received (i) upon delivery if personally served or sent by facsimile, or (ii) after three business days if given or sent by any other approved manner specified above. Any Party to this Agreement may change its below-specified name, address, facsimile number, or person to whom attention should be directed by giving notice as specified in this Section. A copy of any notice, demand, or communication sent to the parties pursuant to this Agreement shall be sent to the parties' legal counsel. Notices, demands, and communications shall be duly addressed and sent as follows:

To the District:

Attn: Robert McDonald, General Manager  
Bob@CVWD.net  
1301 Santa Ynez Ave  
Carpinteria CA, 93013  
805- 684-2816 XT 123

TO COMB:

Attn: Janet Gingras, General Manager  
jgingras@cachuma-board.org  
3301 Laurel Canyon Road,  
Santa Barbara CA 93105  
805 687- 4011 x 201

This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

This Agreement may be signed in one or more counterparts; which, taken together, shall constitute one original document.

The individuals signing this Agreement represent and warrant that they have the authority to enter into this Agreement on behalf of the Party they represent, and that the consent, approval, or signature of or by any other person or third party is not required to legally bind their Party to the terms and conditions of this Agreement.

This Agreement shall be effective as of the date noted on page one (1) of this Agreement.

Date: Oct 29, 2020



Matthew T. Roberts, President

Carpinteria Valley Water District

**Acknowledged and Agreed**

10/29/2020

Date: \_\_\_\_\_, 2020

DocuSigned by:  
*Polly Holcombe*  
0495CE56EBB44DE...

\_\_\_\_\_  
**Polly Holcombe, President**  
**Cachuma Operation & Maintenance Board**

cc: **Carpinteria Valley Water District Board President**  
**Cachuma Operation and Maintenance Board President**  
**Robert McDonald, General Manager, CVWD**  
**Janet Gingras, General Manager, COMB**

# CACHUMA OPERATION & MAINTENANCE BOARD

## BOARD MEMORANDUM

Date:	November 8, 2021
Submitted by:	Joel Degner
Approved by:	Janet Gingras

---

**SUBJECT:** Resolution No. 737 – La Mirada Isolation Valve Project Professional Services Agreements (PSA)

---

**RECOMMENDATION:**

The Board of Directors review the proposed costs for the La Mirada Isolation Valve Construction Project (“Project”) and forward to the Board with a recommendation to accept the construction bid proposal and award the project to the lowest, responsive, responsible bidder; approve the project engineering management services proposal; and authorize the General Manager to:

- 1) Execute a Professional Services Agreement (Construction Contract) with Tierra Contracting Corporation in an amount not to exceed \$357,951 for construction of the Project.
- 2) Execute a sole source Professional Services Agreement with Flowers and Associates, Inc. in an amount not to exceed \$52,800 for construction management services during installation of the Project.

This recommendation is contingent upon approval of the Cooperative Agreement by both the CVWD Board and the COMB Board of Directors.

**SUMMARY:**

COMB previously engaged Flowers and Associates to provide bid phase services for the solicitation of construction bids for the La Mirada Isolation Valve Project. The solicitation was issued on August 18, 2021 with bids due for opening on September 29, 2021. A bidder’s conference was held on September 8, 2021. Four (4) bids were received with Tierra Contracting Corporation prevailing as the lowest responsive, responsible bidder.

COMB staff recommends utilizing professional expertise for the construction management services for the project. In the previously competitive engineering design bid, Flowers and Associates proposed to provide limited construction phase services. COMB has expanded these services to include construction management which consists of pre-construction conferences and weekly construction meetings, processing of contractor submittals, review of schedule and monitoring progress, establishing and maintaining project construction files including daily observation reports, weekly construction meeting minutes, structural review, concrete placement and testing, earthwork observation and testing, authorized design changes to plans and specifications as basis for Record Drawings, observation of construction to determine compliance with construction documents, and preparation of a final punch list. Flowers and Associates provided an updated proposal based on their previous competitive bid.

**BACKGROUND:**

The South Coast Conduit (SCC) in the Carpinteria section is a 27-inch diameter bar-wrapped concrete pressure pipe installed in 1952. In the CVWD service area, the SCC acts as the distribution main with water metered at the Boundary Meter as it enters the CVWD section near Toro Canyon Road. Water can flow to customers from two directions – either from Ortega Reservoir from the west or Carpinteria Reservoir to the east. Approximately 30 active laterals exist within this reach. In addition, four Carpinteria Valley

Water District (CVWD) wells can supply water to the conduit. Most of these laterals and wells connect only to the SCC. If the SCC is shutdown at these connections, the customers served by the laterals are without service. When repairs are needed, in-line isolation valves allow shorter segments of pipe to be isolated, which reduces the number of customers impacted by the outage and also allows repairs to occur more quickly. Over the last forty years, four (4) 24-inch valves have been added to the SCC between Ortega Reservoir and Carpinteria Reservoir. COMB staff reviewed the historical locations and cost of the previously installed isolation valves. CVWD and COMB worked together to propose the ideal locations for the isolation valves which would provide the most operational flexibility to facilitate SCC shutdowns. The highest priority isolation would be located on the north shoulder of Highway 192 east of La Mirada Drive ("La Mirada" isolation valve). This location was selected to limit impacts to Highway 192 and the amount of traffic control that would be required in order to reduce costs. The installation of the La Mirada isolation valve will provide COMB operational flexibility to perform a shutdown of the SCC to rehabilitate three air valves and two blowoff structures including the two remaining subgrade air valves on the South Coast Conduit (643+92, 664+35).

Through the proposed cooperative agreement to be executed with CVWD, COMB plans on installing the La Mirada Isolation Valve project during the winter of this fiscal year (2021-22).

**FISCAL IMPACTS:**

The Fiscal Year 2021-22 approved operating budget includes funding for the installation and construction management services for the La Mirada Isolation Valve.

**COMMITTEE STATUS:**

The Operations Committee reviewed the proposed costs for the La Mirada Isolation Valve Construction Project and forwards to the Board with a recommendation to accept the construction bid proposal and award the project to the lowest, responsive, responsible bidder; approve the project engineering management services proposal; and authorize the General Manager to:

- 3) Execute a Professional Services Agreement (Construction Contract) with Tierra Contracting Corporation in an amount not to exceed \$357,951 for construction of the Project.
- 4) Execute a Professional Services Agreement with Flowers and Associates, Inc. in an amount not to exceed \$52,800 for construction management services during installation of the Project.

**LIST OF EXHIBITS:**

1. Resolution No. 737
2. Flowers and Associates, Inc. Non-Competitive Bid Justification

**RESOLUTION NO. 737**

**RESOLUTION OF THE GOVERNING BOARD OF THE  
CACHUMA OPERATION & MAINTENANCE BOARD APPROVING  
CONTRACT EXECUTION FOR CONSTRUCTION OF SOUTH COAST CONDUIT  
REHABILITATION PROJECTS**

**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; and as amended by the Second Amendment to the 1996 Amended and Restated Agreement made effective November 20, 2018 (collectively the “Joint Powers Agreement”); (collectively the “Joint Powers Agreement”); and

**WHEREAS**, the Member Agencies of COMB are the Goleta Water District, the City of Santa Barbara, the Montecito Water District, and the Carpinteria Valley Water District; 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**, COMB desires to construct critically important infrastructure improvements along the South Coast Conduit (“SCC”), including the installation of an in-line isolation valve known as the “La Mirada” Isolation Valve Project” (“Project”); and

**WHEREAS**, COMB solicited competitive bids through a Request for Proposal (“RFP”) for construction of the Project, with bids due on September 29, 2021; and

**WHEREAS**, four (4) construction bids were received, with Tierra Contracting Corporation prevailing as the lowest responsive, responsible bidder; and

**WHEREAS**, COMB previously solicited engineering support, including limited construction management services, through a competitive RFP to provide designs for the in-line isolation valve; and

**WHEREAS**, Flowers and Associates, Inc. prevailed on that solicitation as the lowest responsive, responsible bidder, and has been performing design work under that bid; and

**WHEREAS**, COMB recommends engaging Flowers and Associates, Inc. through a sole-source contract, to provide construction management services throughout the installation of the Project; and

**WHEREAS**, it is in the best interest of COMB to complete this challenging project using a professional firm for construction management that is extremely familiar with the nuances of the SCC system, including the complex designs; and

**WHEREAS**, the proposal received from Tierra Contracting Corporation has been reviewed by COMB's Operations Committee on October 21, 2021, and is forwarded to the COMB Governing Board with a recommendation to approve and authorize the General Manager to execute a construction contract with Tierra Contracting Corporation in an amount not-to-exceed \$357,951 for the above-described Project; and

**WHEREAS**, the proposal received from Flowers and Associates, Inc. has been reviewed by COMB's Operations Committee on October 21, 2021, and is forwarded to the COMB Governing Board with a recommendation to approve and authorize the General Manager to execute a construction management contract with Flowers and Associates, Inc. in an amount not-to-exceed \$52,800 for construction management services; and

**WHEREAS**, COMB's issuance of the notices to proceed on work under the Professional Services Agreements for both Tierra Contracting Corporation and Flowers and Associates, Inc. are contingent upon the execution of the Cooperative Agreement between COMB and the Carpinteria Valley Water District (For the Collaboration on Rehabilitation Projects Improving the South Coast Conduit in the Carpinteria Reach)" ("Cooperative Agreement"), which involves the Project.

**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 Professional Services Agreement - Construction Contract to be executed with Tierra Contracting Corporation for the above-described Project in an amount not to exceed \$357,951.
3. The Governing Board authorizes a Professional Services Agreement to be executed with Flowers and Associates, Inc. for the above-described construction management services in an amount not to exceed \$52,800.
4. COMB shall issue the notices to proceed on work under the Professional Services Agreements for both Tierra Contracting Corporation and Flowers and Associates, Inc. upon the execution of the Cooperative Agreement between COMB and the Carpinteria Valley Water District.
5. This Resolution shall take effect immediately.



**PASSED, APPROVED AND ADOPTED** by the Governing Board of the Cachuma Operation and Maintenance Board, this 8<sup>th</sup> day of November 2021, by the following roll call vote:

**Ayes:**

**Nayes:**

**Absent/Abstain:**

**APPROVED:**

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

**ATTEST:**

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

**South Coast Conduit (SCC)  
Carpinteria Reach Lateral Rehabilitation Project  
Non-Competitively Bid (NCB) Contract Justification**

**Date:** November 8, 2021

**To:** Board of Directors

**From:** Operations / Engineering Division

**Contract:** South Coast Conduit (SCC) La Mirada Isolation Valve–Construction Management Services– Flowers & Associates, Inc.

---

**Complete responses must be provided for all of the following questions:**

***A. Why is the submission of a NCB necessary and what are the determining factors?***

COMB competitively bid the engineering designs for the La Mirada Isolation Valve in October 2020. Flowers and Associates provided the lowest bid as well as a proposed approach that could reduce overall construction costs.

As part of the original scope, COMB requested construction phase services with limited scope (one site visit, review of submittals, and inspection of key phases of construction). COMB previously employed a staff member with over 30 years' experience with construction management which recently successfully performed the daily construction management on two complex projects (Sycamore Canyon Slope Stabilization, San Jose Creek Emergency Repair). However, COMB has an open position in the Operations Division and current staff do not currently have the capacity to perform the daily construction management duties for this complex construction project.

By hiring Flowers and Associate to perform the construction management services, COMB would ensure that the project would be completed according to the engineer's design and specifications and allow Operations staff to focus on other key operation activities planned for the winter (reservoir cleaning, valve exercising, preparation for AVAR-BO shutdowns, etc.).

***B. What are the consequences of not having this NCB approved?***

The La Mirada Isolation Valve construction management services would need to be provided by COMB staff which currently have limited capacity and less experience with the complexity of this construction project. The project involves installing hot taps and line-stops with a bypass that require specialized equipment and expertise. Not having this

NCB approved would reduce COMB staff capacity for other important work and increase the risks associated with the successful completion of the project.

***C. How will COMB ensure adequate planning to prevent submittal of NCB's for goods or services that should have been competitively bid?***

COMB will continue to bid work according to its procurement policy. In this case, there are cost savings and project benefits to utilize the same consultant that perform the engineering design for the construction management.

**RESTRICTED CONTRACTOR JUSTIFICATION (NON COMPETITIVE BID)**

**A. PRICE ANALYSIS**

***1. How was the price offered determined to be fair and reasonable?***

COMB staff compared the previous proposal estimates for construction phase services in the original proposals and Flowers and Associates was the lowest cost. In addition, Flowers & Associates hourly rates were competitive with the other proposals that were received (For example, the principal engineer hourly rates for Flowers & Associates were 20 percent lower than competing proposal). The proposal is for time & materials not to exceed. Flowers previously performed some construction services for the Sycamore Canyon Slope Stabilization project in 2019. Originally, the scope was for \$48,000 of services, however, Flowers only utilized \$21,000 of the budget during the completion of the construction of the project. It is their policy to keep their fees to a minimum to meet client requirements and good engineering practice.

***2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this contractor.***

The La Mirada Isolation Valve is a complex project involving a hot tap and installation of a line stop and a bypass. Without proper oversight, errors could occur during construction resulting in an unplanned shutdown and disruption of the South Coast Conduit. The engineering contractor is highly experienced with construction management and has previous experience with construction contractor (Tierra) and key subcontractor for the hot tapping activities (Koppl). By hiring Flowers and Associates for construction management, COMB would save staff time to focus on other important activities and reduce the risks associated with the project.

# CACHUMA OPERATION & MAINTENANCE BOARD

## BOARD MEMORANDUM

Date:	November 8, 2021
Submitted by:	Joel Degner
Approved by:	Janet Gingras

---

**SUBJECT:** Resolution No. 738 - Construction Contract for Schedule F1 and F4 of the South Coast Conduit (SCC) Air Vacuum Air Release (AVAR) / Blow-off (BO) Structure Rehabilitation Project

---

**RECOMMENDATION:**

The Board of Directors review the proposed construction costs for Schedules F1 and F4 of the SCC AVAR / Blow-off Structure Rehabilitation Project and approve and authorize the General Manager to:

- 1) Execute a sole source Professional Services Agreement (Construction Contract) with Cushman Contracting Corporation in an amount not to exceed \$388,000.
- 2) Execute a Professional Services Agreement (Construction Contract) with CalPortland Construction in an amount not to exceed \$45,000.

**SUMMARY:**

Staff developed and received approval from the Board of Directors on a Five-Year Infrastructure Improvement Plan for purposes of planning and forecasting essential capital improvements within the South Coast Conduit system. Staff has completed a portion of the stated necessary improvements during the past three years. As depicted in a previous staff memo related to a proposed strategy change for the lower reach lateral rehabilitation project, certain portions of the Schedule (F) Air Vacuum Air Release (AVAR) / Blow-Off (BO) valves replacement work remain to be completed.

**BACKGROUND:**

***Cushman Contracting, Inc.***

The rehabilitation upgrades to the Air Vacuum Air Release Valve (AVAR) and Blow-Off facilities are essential for continued reliable delivery of water through the SCC. The project has been divided into six schedules (A through F). Schedules A, B, C, D, and E were successfully completed by Cushman Contracting Corporation with the rehabilitation of 42 structures from 2018-2020. Cushman Contracting Corporation was selected through a competitive bid process for Schedules A, B, and C. Based on their successful performance, they continued to complete Schedules D and E. Schedule F in the CVWD service area remains to be completed and involves the rehabilitation of 12 structures (five air vents and seven blowoffs on the SCC). Non-shutdown rehabilitation work was conducted in FY 2020-21 for four structures (two blowoffs and two air-vacs). The plans and specifications for the entire AVAR/BO rehabilitation project included all lower reach blow-off and air-vac structures. However, the original bid solicitation only covered 23 of the 46 structures scheduled for rehabilitation.

Based on their successful performance in the winter of 2019, 2020, and 2021, COMB requested a quote from CCC to complete the Schedule F1 and F4 work in the Carpinteria reach which will involve two shutdowns and six structures. Cushman Contracting Inc. has provided a quote for Schedule F1 and F4 for \$388,000. A Non-competitive Bid justification form has been provided as an attachment. The completion of

Schedule F1 will rehabilitate the last two remaining air-vacs on the SCC that are subgrade and allow COMB to close out a Reclamation Category 1 Recommendation to rehabilitate and raise all air-vacs on the SCC above grade. The transferred works portion of the Cachuma Project is the only Reclamation project in the Mid-Pacific region currently with an outstanding Category 1 recommendation.

### ***Cal Portland Construction***

In addition, COMB staff requested a quote from CalPortland and Cushman Contracting, Inc. to remove the existing flat tops and manhole frames on three structures in preparation for rehabilitation work in Highway 192. CalPortland recently re-paved a portion of Highway 192 nearby the existing structures that require rehabilitation. The existing manhole frames are 24-inch diameter. The 20-inch blind flanges on the South Coast Conduit that require replacement as part of the rehabilitation are 27.5-inch in diameter. The new flat tops and frames for the three structures in Highway 192 will have a 30-inch opening to allow for removal and replacement of the 27.5-inch blind flanges on the SCC. CalPortland provided the lower quote at \$44,400.

### **FISCAL IMPACTS:**

The Fiscal Year 2021-22 approved operating budget includes funding for the SCC Structure Rehabilitation, Schedules F1 and F4 (6096) and replacement of the flat tops and manholes under contract labor (3302, 3304).

### **COMMITTEE STATUS:**

The Operations Committee has reviewed the proposed construction costs for Schedules F1 and F4 of the SCC AVAR / Blow-off Structure Rehabilitation Project and forwards to the Board with a recommendation to approve and authorize the General Manager to:

- 3) Execute a sole source Professional Services Agreement (Construction Contract) with Cushman Contracting Corporation in an amount not to exceed \$388,000.
- 4) Execute a Professional Services Agreement (Construction Contract) with CalPortland Construction in an amount not to exceed \$45,000.

### **LIST OF EXHIBITS:**

1. Resolution No. 737
2. Cushman Contracting Corporation Non-Competitive Bid (NCB) Justification Form

**RESOLUTION NO. 738**

**RESOLUTION OF THE GOVERNING BOARD OF THE  
CACHUMA OPERATION & MAINTENANCE BOARD APPROVING  
CONTRACT EXECUTION FOR CONSTRUCTION OF SOUTH COAST CONDUIT  
REHABILITATION PROJECTS**

**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; and as amended by the Second Amendment to the 1996 Amended and Restated Agreement made effective November 20, 2018 (collectively the “Joint Powers Agreement”); (collectively the “Joint Powers Agreement”); and

**WHEREAS**, the Member Agencies of COMB are the Goleta Water District, the City of Santa Barbara, the Montecito Water District, and the Carpinteria Valley Water District; 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, including air vacuum air release valves and blow-off (“AVAR/BO”) structures contained inside concrete vaults that sit directly on top of the South Coast Conduit (“SCC”) located in the Lower Reach of the system; and

**WHEREAS**, COMB desires to implement a set of related and critically important infrastructure improvements along the South Coast Conduit (“SCC”), including (1) the completion of the AVAR/BO rehabilitation work, in particular Schedules F1 and F4; and (2) removal and replacement of flat tops and manhole frames on three structures in preparation for rehabilitation work to be performed on Highway 192; and

**WHEREAS**, due to COVID staffing restrictions and as part of the recently-certified COMB Emergency Response Plan, it is important for COMB to engage a reputable contractor for as-needed and authorized emergency repair work in the event of a disaster; and

**WHEREAS**, it is in the best interest of COMB to complete these challenging projects using a professional contractor, who is extremely familiar with the nuances of the SCC system, and who can respond promptly in the event of an emergency; and

**WHEREAS**, the proposal received from Cushman Contracting Corporation has been reviewed by the Operations Committee on October 21, 2021, and was forwarded to the Board with a recommendation to approve and authorize the General Manager to execute a sole-source construction contract with Cushman Contracting Corporation in an amount not-to-exceed \$388,000 for the above-described AVAR/BO work, including \$25,000 for pre-authorized (time and material) miscellaneous/emergency repair work.

**WHEREAS**, the proposal received from CalPortland has been reviewed by the Operations Committee on October 21, 2021, and was forwarded to the Board with a recommendation to approve and authorize the General Manager to execute a construction contract with CalPortland in an amount not-to-exceed \$45,000 for the above-described flat top and manhole frame removal and replacement work.

**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 Professional Services Agreement - Construction Contract to be executed with Cushman Contracting Corporation for the above-described AVAR/BO work, including as-needed and authorized emergency repair work in an amount not to exceed \$388,000.
3. The Governing Board authorizes a Professional Services Agreement - Construction Contract to be executed with CalPortland for the above-described flat top and manhole frame removal and replacement work in an amount not to exceed \$45,000.
4. This Resolution shall take effect immediately.

**PASSED, APPROVED AND ADOPTED** by the Governing Board of the Cachuma Operation and Maintenance Board, this 8<sup>th</sup> day of November 2021, by the following roll call vote:

**Ayes:**

**Nayes:**

**Absent/Abstain:**

**APPROVED:**

---

President of the Governing Board

**ATTEST:**

---

Secretary of the Governing Board



# CACHUMA OPERATION & MAINTENANCE BOARD

## Non-Competitive Bid (NCB) Justification

**Date:** November 8, 2021  
**To:** COMB Board of Directors  
**From:** Engineering / Operations Division  
**Project:** AVAR/BO Repair and Rehabilitation of South Coast Conduit (SCC) Assets

---

**Complete responses must be provided for all of the following questions:**

***A. Why is the submission of a NCB necessary and what are the determining factors?***

A contract with Cushman Contracting to perform the AVAR-BO rehabilitation work in the Lower Reach of the South Coast Conduit was approved by the COMB Board in April 2018 following a competitive bid process. Cushman Contracting Corporation (CCC) bid proposal was 30 percent lower than the next lowest bidder. The plans and specifications for the project were designed to cover all blow-off and air-vacs on the lower reach through six schedules (A to F), but due to phasing of the contract for budgetary reasons, the bid requested only cost proposals for schedules A, B, and C.

The AVAR/BO rehabilitation work is challenging due to a very limited time period for shutdowns. The work needs to be completed in a 3-day shutdown period. In addition, there is increased risk as the work occurs in confined space structures with limited access, the work involves removing old piping and valves that are highly corroded and difficult to remove, and all structures that are worked on need to be isolated and returned to service quickly and smoothly in order to maintain reliable water supply to the South Coast communities. A disruption of service would be disastrous for the community.

During the previous shutdowns, Cushman Contracting Corporation provided an organized approach with very skilled staff that was able to successfully complete the shutdown work in 2.5 days for both Schedule A and B shutdowns in the winter of 2018-2019 (December 2018 and January 2019). The work was planned in a stepwise fashion and involved extreme coordination among the several trained crew workers. The first shutdown included 4 structures with the second shutdown comprising 10 structures.

Based on Cushman Contracting Corporation work on Schedule A, B, and C, the COMB Board approved Cushman Contracting to rehabilitate 8 structures in Schedule D and 3 structures in Schedule E in FY 2019-20. Cushman Contracting successfully performed Schedule D repairs in January 2020 and Schedule E repairs in March 2020. Higher than

expected leakby from Ortega Control Station occurred during Schedule D repairs and Cushman Contracting successfully worked through the night in adverse conditions to complete the repairs in Schedule D. Overall, the contract work was completed on-time and on-budget.

Based on their performance on Schedule A, B, C, D, E and a portion of F– COMB staff recommends utilizing Cushman Contracting to rehabilitate 6 structures (3 air-vacs and 3 blowoffs) in Schedule F in Fiscal Year 2020. Utilizing the same contractor for a portion of the Schedule F work that successfully performed the Schedule A, B, C, D, and E work reduces both the cost and risk for the continued rehabilitation of the blow-offs and air vents. Similar contract documents and submittal materials and methods will be utilized for Schedule F as was done in the previous schedules.

There are a total of 12 structures that require rehabilitation in Schedule F. Four structures were partially rehabilitated in 2020-21 with future shutdowns required to replace the first isolation valve off of the South Coast Conduit. The current proposed work would completely rehabilitate six structures in Shutdown Zones (F1 and F4) (Table 1). Additional consultation with NMFS, system improvements and shutdowns will be needed to rehabilitate the remaining six air-vac and blowoff structures in the Carpintera area in subsequent years (shaded in grey). However, the current work would complete COMB’s outstanding Category 1 recommendation.

**Table 1. Schedule F Air-vac and Blowoff Structures**

Shutdown Zone	Structures	Schedule
F1	643+92(AV)*, 664+35 (BO), 676+67(AV)* 679+80 (BO), 682+11 (AV/Lat)	2021-2022
F2	698+55 (BO)	Biop dependent
F3	732+72 (BO)	~2022-23
F4	804+24 (BO)	2021-22 (partial rehab in 2020-21)
F5	874+00 (AV), 880+05 (BO)	Biop dependent, partial rehab in 2020-21
F6	900+15 (AV), 902+96 (BO)	Biop dependent, partial rehab in 2020-21

*\*Two remaining subgrade AV on SCC*

**B. What are the consequences of not having this NCB approved?**

A competitive bid process may delay this important work to the following year. There would be increased costs associated with competitively bidding the next phase of work. The contractor is aware that their previous bid price was 30% lower than the next lowest bidders’ proposal and subsequently could increase their costs in a competitive bid process. Cushman Contracting has agreed to honor a similar price point on the next phases of this important work.

**C. How will COMB ensure adequate planning to prevent submittal of NCB's for goods or services that should have been competitively bid?**

The original contract was competitively bid and structured in such a way to build up the work with the contractor for more complexity. The contractor performed successfully on the first phases (Schedule A, B, C, D, E) and was able to provide a quote for the next schedules based on the competitively bid prices. By approving a contract for a portion of Schedule F work using similar contract documents from the previous schedules, COMB is able to limit risk and cost for this critically important rehabilitation work.

**RESTRICTED CONTRACTOR JUSTIFICATION (NON COMPETITIVE BID)**

**A. PRICE ANALYSIS**

**1. How was the price offered determined to be fair and reasonable?**

Based on their performance in 2018 to 2020 COMB requested a quote from CCC to complete the additional work in the Carpinteria area during the winter of 2021-22 based on the plans and specifications and the competitively bid prices from Schedule A, B, C. CCC provided a quote for a portion of the Schedule F structures. COMB has previously purchased valves needed for items 2 and 4. COMB staff estimated the approximate materials, labor, and equipment costs based on previous experience with Schedule A, B, C, D, and E prior to receiving the quote. The quote received from Cushman Contracting quote is 7 percent higher than the estimate prepared as part of the preparation of the FY 2021-22 budget approximately six months ago (See Table 2). However, COMB staff believes the quote provided is fair and reasonable given the increased costs associated with materials. For example, since March of 2020, iron and steel prices have increased by nearly 200 percent.

**Table 2. Cushman Contracting Quote**

Item	Description	Cushman Bid	Engineer Estimate Prior to Bid
1	Mobilization	\$34,200	\$32,000
2	Schedule F1 Air-vac and Blowoff Upgrade (643+92, 676+67, 682+11, 664+35, 679+80)	\$308,600	\$283,000
3	Remove Lateral Vault for Lateral 6L at 682+11	\$15,750	\$18,000
4	Schedule F4 Blowoff Valve Replacement (804+24)	\$4,450	\$5,000
5	Emergency/Miscellaneous Repairs (T&M)	\$25,000	\$25,000
<b>Total Proposed Contract</b>		<b>\$388,000</b>	<b>\$363,000</b>

***2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this contractor.***

By continuing to utilize this contractor, who was 30 percent lower than the competition for Schedules A/B/C, COMB would continue to cost effectively complete this critically important rehabilitation work. CCC has proven to be organized, highly skilled, and extremely competent to persevere through adverse conditions and subsequently complete work on time and typically ahead of time. If a competitive bidding process were to occur and to minimize potential risks, a different construction approach would be needed (to test and train a contractor) prior to performing the critical work during the shutdowns. Also, if COMB were to competitively re-bid this work, CCC may come in at a higher price knowing that the competition was 30 percent higher. COMB would also incur costs related to preparing bid documents for the bid process.