

**SPECIAL MEETING
OF THE
CACHUMA OPERATION AND MAINTENANCE BOARD**
at Cachuma Operation and Maintenance Board Office
3301 Laurel Canyon Road
Santa Barbara, California 93105

Monday, November 6, 2017

Start Time
2:00 P.M.

AGENDA

Note: This is a special meeting of the Governing Board called in accordance with Government Code Section 54956. Other than the listed agenda items, no other business will be conducted by the Governing Board.

1. **COMB 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. **WHITTIER FIRE POTENTIAL IMPACTS AND PREPARATIONS** *(for information and possible recommendation)*
 - a. Intake Tower Debris Boom Installation
4. **INFRASTRUCTURE IMPROVEMENT PLAN (IIP)** *(for information and possible recommendation)*
 - a. Sycamore Canyon Slope Stabilization Project
5. **[CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: EXISTING AND POTENTIAL LITIGATION**
 - a. [Government Code Section 54956.9(d)(4)]
Name of matter: Protest of Member Agency re: Payment of Quarterly Assessments
6. **RECONVENE INTO OPEN SESSION**
 - [Government Code Section 54957.7]
Disclosure of actions taken in closed session, as applicable
[Government Code Section 54957.1]
 - a. Protest of Member Agency re: Payment of Quarterly Assessments

7. **MEETING SCHEDULE**

- **November 27, 2017 Regular Board Meeting at 2:00 P.M., COMB Office**
- **Board Packages Available on COMB Website**
www.cachuma-board.org

8. **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 6, 2017
Submitted by:	Dave Stewart, Joel Degner
Approved by:	Janet Gingras

SUBJECT: Intake Tower Debris Boom Installation

SUMMARY:

During the 2016-2017 water year large woody debris was observed in the North Portal Intake Tower area and was a concern for operations. With both the Rey and Whittier Fire occurring in the Lake Cachuma watershed, there is greater potential for large woody debris to damage/obstruct the intake tower in 2017-2018. Additionally, the debris boom will provide a barrier to prevent boaters from travelling near the intake tower.

COMB staff investigated the costs of purchasing new booms with debris screens to protect the intake tower. The quote for the new boom material and debris screens (143 barrier sections from TUFFBOOM) was \$214,000. The County of Santa Barbara has log booms available which they obtained for the Zaca Fire. COMB is coordinating with the County to utilize the existing boom material at Lake Cachuma. The County has approximately 100 sections of 10' boom which could be utilized by COMB to protect the North Portal Intake Tower. The boom would be anchored to moorings to provide a protective buffer around the intake tower. The anchors are extremely heavy and require the use of professional marine equipment to install them at the appropriate location in the lake so they are effective. The proposed layout of debris boom, mooring buoys, and anchors is shown in Exhibit 1. COMB has been in discussion with Cushman Contracting Corporation concerning the design, installation, and cost of installing debris boom around the North Portal Intake Tower.

CONTRACT CHANGE ORDER:

Cushman Contracting Corporation existing contract for the Emergency Pumping Facility Project included dredging near the tower to install the gate 5 appendage and conveyance pipeline at the North Portal Intake Tower in 2014. In addition, the contract included the rehabilitation and replacement of the stems and guides on the tower. Cushman has the knowledge of Lake Cachuma, COMB's facilities, and in-water experience to be able install the debris boom quickly. In addition, if no significant rains occur this winter, the Emergency Pumping Facility project may need to be reinstalled in the near term. The debris boom installation could impact the Emergency Pumping Facility project installation. If Cushman installs the debris boom as part of the overall North Portal Intake Tower improvements associated with the Emergency Pumping Facility, it could reduce potential conflicts in the future when the Emergency Pumping Facility is reactivated. Staff highly recommends issuing a change order to Cushman Contracting Corporation for this project work.

FISCAL IMPACTS:

This project was an unbudgeted item which will be charged to the Emergency Pumping Facility project under the Operations Division Special Projects section of the operating budget for fiscal year 2017-18. The estimated cost of the materials (mooring buoys, cables, and anchors), mobilization, and installation of the debris boom at the North Portal Intake Tower is estimated not to exceed \$71,500. As the design is further refined the costs may be reduced. The majority of the costs will be covered by Warren Act Trust

funds (\$30,000) set aside by COMB for the Whittier Fire and matching funds (\$30,000) from the County of Santa Barbara.

COMMITTEE STATUS:

The Operations Committee forwards the cost proposal and authorization for the General Manager to execute Change Order No. 16 for \$71,500 with Cushman Contracting Corporation for the North Portal Intake Tower Debris Boom Installation, to the Board with a recommendation to approve.

RECOMMENDATION:

The Board approve the expenditure and authorize the General Manager to execute Change Order No. 16 with Cushman Contracting Corporation for the North Portal Intake Tower Debris Boom Installation in an amount not to exceed \$71,500.

LIST OF EXHIBITS:

- 1) Cushman Contracting Corporation Proposal
- 2) Intake Tower Debris Boom Proposed Layout

CUSHMAN CONTRACTING CORPORATION
P.O. Box 147
Goleta, CA 93116-0147

November 2, 2017
Attn: Dave Stewart
Cachuma Operations and Maintenance Board
3301 Laurel Canyon Road
Santa Barbara, CA 93105-2017
E-Mail dstewart@cachuma-board.org

RE: Install Log Boom at Cachuma Lake Intake Tower

Dave,

Per your request, we estimate the cost to perform the work per our jobsite visit on 10-17-17 to be:

Mob. / Demob.	\$ 7,800
Labor / Equipment	\$ 36,774
Material	\$ 17,600
<u>Markup 15%</u>	<u>\$ 9,326</u>
Total	\$ 71,500

Scope of Work:

Order materials (anchors, cables, mooring buoys, etc.).
Mobilize to site.
Set up site.
Launch log boom and pull into place.
Install anchors and lines.
Demobilize.

Notes:

See attached modified drawing related to this proposal.
We estimate that it will take approximately six (6) weeks from Notice to Proceed to completion.

Thank you for the opportunity to price this work and please don't hesitate to call if you have any questions.

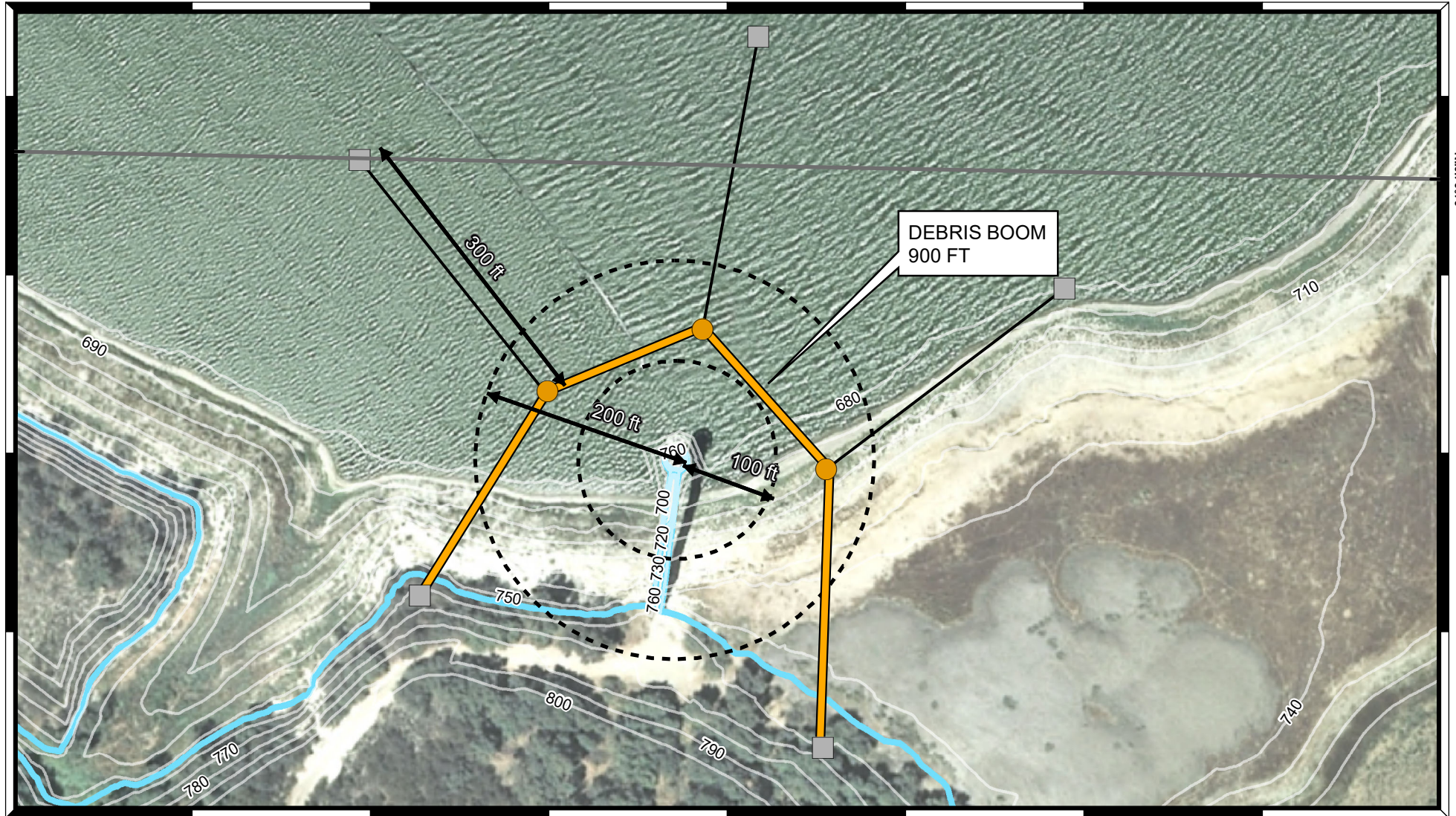
Regards,

Cushman Contracting Corporation

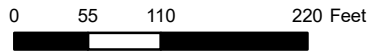
Jim Dinning
Ph: (805) 964-8661

CACHUMA OPERATION AND MAINTENANCE BOARD

INTAKE TOWER DEBRIS BOOM PROPOSED LAYOUT



Created: 10/18/2017
By: JSD



- Anchor
- Mooring Buoy
- Anchor line
- Debris Boom
- 100-ft radius; 200-ft radius
- 754-ft contour
- 10-ft Contours in White (2013 Bathymetric Survey)

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	November 6, 2017
Submitted by:	Joel Degner, Dave Stewart
Approved by:	Janet Gingras

SUBJECT: Resolution No. 647 - Sycamore Canyon Slope Stabilization Project (2016-C-3) – Proposal for Survey, Geotechnical Analysis, and Preliminary Engineering Design

SUMMARY:

The South Coast Conduit (SCC) is a concrete-lined, concrete-encased steel pipeline extending twenty-six miles from the Goleta reach south to Carpinteria. The pipeline ranges in diameter from 27" to 48" throughout various reaches of the system and is designed to flow water from Lake Cachuma by gravity. Erosion caused by severe runoff on dry hillsides affected by the recent five year drought has caused exposure of the pipeline in the Sycamore Canyon section of the system.

During a facility inspection following severe winter storms in February 2017, Cachuma Operation and Maintenance Board (COMB) staff discovered a slope failure on a hillslope in the Sycamore Canyon area of Montecito along the SCC. The slope failure exposed a portion of the SCC (30-inch diameter concrete-lined, concrete-encased steel pipeline). The SCC at this location (Sta 232+25) is adjacent to a 20-ft slope which steeply descends into a tributary of Sycamore Creek. The slope failure appears to be the result of concentrated flow from the hillslope above.



This exposed portion of the SCC is vulnerable to pipeline failure resulting from structural damage, corrosion, and or additional erosion material sliding over the conduit. The vulnerability poses a significant risk to system operation. This project would consist of securing the conduit at this location and restoring appropriate sediment over the pipeline on the slope in order to eliminate the risk associated with the continued hillside erosion during storm events. The location of the exposed pipeline, SCC, Right-of-Way, and existing access route is shown in the Exhibit 1.

A temporary repair was conducted in September 2017 to protect the slope from further deterioration during potential rainfall events in the winter of 2017-18. The repair included the installation of sand bags to stabilize the slope immediately below the exposed pipeline and support the pipeline, clearing the existing access route to the pipeline, and re-directing the concentrated flow away from the exposed section of pipeline.

The Sycamore Canyon Slope Stabilization Project is the highest ranked project (100%) for funding in the Fiscal Year 2017-2018 Infrastructure Improvement Plan due to the vulnerabilities of the SCC from the slope failure. The Infrastructure Improvement Plan includes a cost estimate of \$300,000 to cover the Phase I – site evaluation and engineering design and Phase II – secure pipeline and slope stabilization and protection based on the Phase I engineering design.

COMB developed a Request for Proposal (RFP) for a topographic survey, geotechnical analysis, and preliminary design. According to COMB's Procurement Policy, COMB contacted qualified engineering firms regarding the RFP. Based on these contacts, an RFP was sent to three qualified engineering consultants (MNS Engineers, Flowers and Associates, Inc., and Ashley & Vance Engineering, Inc.) on September 29, 2017 for a topographic survey, geotechnical analysis, and preliminary engineering design for a permanent solution. The proposal included a mandatory site visit during the week of October 2 - 6, 2017. Only one engineering firm, Flowers and Associates, participated in the mandatory site visit. Following the site visit, the site was covered with plastic and secured with sandbags and stakes.

A permanent repair to reinforce the slope and ensure protection and access to the pipeline is planned to be implemented once the topographic survey, geotechnical analysis and preliminary engineering design are completed by the selected consultant. The design solution could vary significantly depending on the outcome of the geotechnical analysis. Due to the potential variation in level of effort for design, the RFP only included the preliminary engineering design. The preliminary design will be used to budget for the project construction costs and prepare necessary permits, if needed. Additional contracts will be needed for the final engineering design and construction to complete the project. COMB plans to complete construction on the permanent stabilization solution in the summer/fall of 2018.

PROPOSAL COSTS AND SCHEDULE:

COMB received one proposal on October 25th from Flowers and Associates Engineering. The other consultants declined to attend the mandatory site visit which made them ineligible to submit a proposal. The Flowers and Associates team includes, as sub consultants, Waters-Cardenas for the topographic survey and Earth Systems Southern California for the geotechnical work. The proposal from Flowers and Associates is provided in Exhibit 2. Flowers and Associates provided a proposal with the total estimated fee of \$137,200, which is broken down as follows:

Flowers and Associates, Inc. - Preliminary Design Services Management and Coordination	\$9,700
Waters Cardenas Land Surveying, LLP - Site Topographic Survey and Record Boundary	\$21,600
Earth Systems Southern California – Site investigation, exploration, testing and Engineering Geology and Geotechnical Report preparation	\$55,000
Flowers and Associates, Inc. – Stabilization Exhibits, Cost Estimating and Preliminary Design Report and update	\$42,900
Flowers and Associates, Inc. – Assistance with interim erosion control design – Budget Allocation	\$7,500
Reimbursable costs including printing	\$500
Total Estimated Fee	\$137,200

Flowers and Associates have worked on COMB facilities since the late 1980s and have extensive knowledge of the SCC. They previously performed the stabilization of the SCC on a slide at Station 4+15 on Ralston Ranch in Goleta. The team proposed by Flowers and Associates also recently completed a water pipeline stabilization project for Carpinteria Valley Water District.

Timing on this project is critical to be able to complete the permanent solution in the summer/fall of 2018. Flowers and Associates understand the importance of this critical infrastructure to the South Coast and have proposed an accelerated timeline to complete the engineering work. The RFP outlined a schedule to complete the preliminary design by the end of April 2018. Flowers and Associates propose to complete the preliminary design in 12 weeks from the notice to proceed. If COMB provides the notice to proceed by mid-November, Flowers and Associates could complete the preliminary design by February 2018. An accelerated approval and time line is also requested in order that critical geotechnical work can be completed in advance of 2017 winter storms which could make the geotechnical work more difficult or infeasible until after spring 2018.

FISCAL IMPACTS:

The Sycamore Canyon Slope Stabilization Project is the highest ranked project (100%) for funding in the Fiscal Year 2017-2018 Infrastructure Improvement Plan with \$300,000 budgeted for Fiscal Year 2017-2018. The \$137,200 total estimated fee for the topographic survey, geotechnical work, and preliminary engineering design is an appropriate fee for the scoped work and is within COMB's allotted budget for the project. Following the results of the geotechnical analyses and preliminary design, the total costs for the project will depend on the cause of the slope instability and the approach to stabilize the pipeline. A surficial problem will require less engineering and construction than a subsurface problem or global instability issue with the slope.

LEGAL CONCURRENCE:

General Counsel has reviewed the staff memorandum and approved the proposed resolution.

COMMITTEE STATUS:

The Operations Committee reviewed the proposal and forwards, through a resolution, the authorization for the General Manager to execute a Professional Services Agreement with Flowers and Associates, Inc. for the Sycamore Canyon Slope Stabilization Project in an amount not to exceed \$137,200 to the Board with a recommendation to approve.

RECOMMENDATION:

The Board approve resolution No. 647 and authorize the General Manager to execute a Professional Services Agreement with Flowers and Associates, Inc. for the Sycamore Canyon Slope Stabilization Project in an amount not to exceed \$137,200.

LIST OF EXHIBITS:

- 1) Resolution No. 647
- 2) Project Location Map
- 3) Professional Services Agreement

RESOLUTION NO. 647

**RESOLUTION OF THE GOVERNING BOARD OF THE
CACHUMA OPERATION & MAINTENANCE BOARD APPROVING EXPENDITURES
AND AUTHORIZING CONTRACT EXECUTION
FOR THE SYCAMORE CANYON SLOPE STABILIZATION PROJECT**

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

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

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

WHEREAS, it is necessary for COMB to implement the Sycamore Canyon Slope Stabilization Project (Project) as outlined in the COMB Five-Year Infrastructure Improvement Plan and Fiscal Year 2017-18 Operating Budget, and further described in the related staff report, to ensure the continued reliable conveyance of Cachuma Lake Project water through the South Coast Conduit; and

WHEREAS, the Operations Committee reviewed the proposal from Flowers and Associates which includes survey work, geotechnical analysis, and preliminary engineering designs on the Sycamore Canyon Slope Stabilization Project; and

WHEREAS, staff is forwarding the Flowers and Associates Professional Services Agreement and Proposal for the Project to the Board with a recommendation to approve and authorize the General Manager to execute a contract in an amount not to exceed \$137,200; and

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

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

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

2. The Governing Board authorizes the General Manager to execute a contract with Flowers and Associates for the survey work, geotechnical analysis, and preliminary engineering designs on the Sycamore Canyon Slope Stabilization Project in an amount not to exceed \$137,200.

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

4. This Resolution shall take effect immediately.

PASSED, APPROVED AND ADOPTED by the Governing Board of the Cachuma Operation and Maintenance Board, this 6th day of November 2017, by the following roll call vote:

Ayes:

Nays:

Abstain:

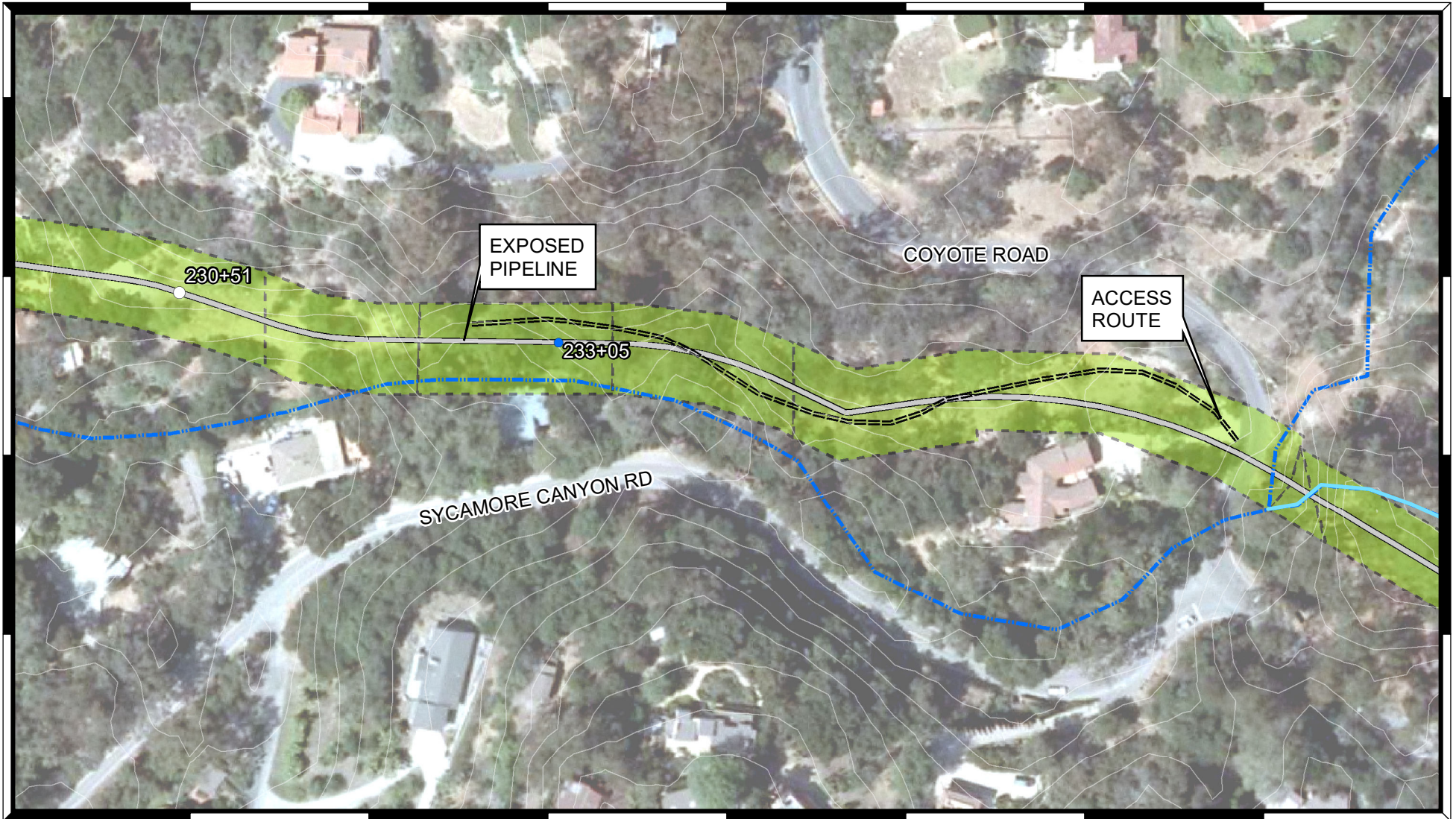
APPROVED:

President of the Governing Board

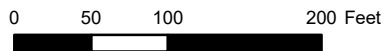
ATTEST:

Secretary of the Governing Board

CACHUMA OPERATION AND MAINTENANCE BOARD SOUTH COAST CONDUIT LOCATION MAP SYCAMORE CANYON SLOPE STABILIZATION



Created: 9/29/2017
By: JSD



South Coast Conduit	
○ Air vent	--- Stream Channel (Approximate)
● Blow off	--- Access Route
▲ Meter	█ Estimated Right of Way
■ Turn out	█ Contours (10 ft)
— Conduit	



PROFESSIONAL SERVICES AGREEMENT
CACHUMA OPERATION & MAINTENANCE BOARD

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

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

TO: Flowers & Associates, Inc.
201 North Calle Cesar Chavez, Suite 100
Santa Barbara CA 93103
ywilliams@flowersassoc.com
805 / 966-2224

DATE: November 6, 2017

PSA # 17-18-16

Cachuma Operation & Maintenance Board ("COMB") retains **Flowers & Associates, Inc.** (Consultant), and Consultant agrees to provide preliminary engineering design services during the planning phase of the Sycamore Canyon Slope Stabilization Project per the attached Exhibit A (incorporated herein) dated October 25, 2017.

Contract Price: \$137,200.00 (Time and Materials)(NTE)

Completion Date: January 31, 2018

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

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

Consultant: Flowers & Associates, Inc.

By: _____

By: _____

Title: General Manager

Title: _____

Print Name: Janet Gingras

Print Name: _____

Date: _____

Date: _____

Other authorized representatives:

On-site representatives:

Name: David Stewart, Operations Div. Mgr.

Name: _____

Name: Joel Degner PE, Water Resources Eng.

Name: _____

CACHUMA OPERATION & MAINTENANCE BOARD

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

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

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

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

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

Payment Terms -

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

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

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

D. No payment made pursuant to this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

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

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

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

Termination of Agreement -

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

B. Termination With Cause. COMB may terminate this Agreement or any Task Order for cause, effective immediately upon providing written notice to Consultant, based upon the occurrence of any

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

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

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

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

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

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

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

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

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

indemnification obligations shall survive the expiration or termination of this Agreement or any Task Order.

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

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

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

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

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

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

1. Professional Liability - One million dollars (\$1,000,000) per claim and annual aggregate.
2. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or

insurer's equivalent endorsement provided to COMB or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sub-consultants - In the event that Consultant employs other consultants (sub-consultants) as part of the services covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

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

change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

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

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

No Waiver - No failure by COMB in asserting any of its rights or remedies as to any default of Consultant shall operate as a waiver of the default, or any subsequent or other default by Consultant, or of any of COMB's rights or remedies. No such delay shall deprive COMB of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance thereof.

Partial Invalidity - If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall not be affected, impaired or invalidated thereby.

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT

CACHUMA OPERATION & MAINTENANCE BOARD

EXHIBIT A

**Flowers & Associates, Inc. Proposal
for**

Sycamore Canyon Slope Stabilization Project

Preliminary Engineering Design Services

DRAFT

Robert T. Flowers
RCE 18324
Stephen G. Flowers
RCE 26192
Vernon E. Williams
RCE 33690

FLOWERS & ASSOCIATES, INC.

C I V I L E N G I N E E R S

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Alan H. Chierici
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RCE 71335
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CPN 025571

W.O. 1413-Syc Cyn
E-mail

October 25, 2017

Joel Degner, PE
Water Resources Engineer
Cachuma Operation & Maintenance Board
3301 Laurel Canyon Road
Santa Barbara, CA 93105-2017

Subject: Sycamore Canyon Slope Stabilization Project

Dear Joel:

As requested, Flowers & Associates, Inc. is pleased to submit this proposal for preliminary engineering design services for the subject project.

Because of his extensive knowledge of COMB's facilities, Ric Craig is proposed as our project manager for these services. Vern Williams, one of the company's three principals, who has worked as a consultant for COMB since the late 1980s, is proposed as the Project Engineer. Their resumes have been attached for reference. Other F&A staff members will be added to the team as warranted.

Related experience includes a very similar project for COMB, stabilizing the SCC in a slide at about Station 4+15 on the Ralston Ranch in Goleta. Our services included both horizontal and vertical support pier and grade beam design and construction observation over a 2-year period ending in 2000. A second, more recent project involved stabilization of a slide area above a road containing a large CVWD waterline on a hillside above Carpinteria. That design successfully utilized tie-backs to stabilize the slide area and involved all the sub-consultants and our personnel proposed for this project. The design started in early 2013 and was completed with our monitoring late in that same year. The professional reference for the latter project is Bob McDonald, the current General Manager of CVWD.

BASIS OF PROPOSAL

We have based this proposal on the following information and assumptions:

1. RFP for the subject project dated September 29, 2017.
2. Flowers and Associates will provide overall project management and coordination, and plans showing the options for the stabilization. We may consult with a structural consultant for detailing of one or more of the options. We will provide a directed topographic survey by our sub-consultant, Waters Cardenas Land Surveying, LLP

(WCLS) for use in the preparation of a Engineering Geology and Geotechnical Report and as a base for our plans. Their proposal is attached.

3. We will provide an Engineering Geology and Geotechnical Report providing recommendations for the stabilization through our sub-consultant, Earth Systems Southern California (ESSC) as detailed in their attached proposal.
4. The 50% preliminary design(s) will be provided in a Preliminary Design Report (PDR).
5. Design services for permitting and construction are not part of this proposal.

SCOPE OF SERVICES

With the above as a basis and experience on similar projects we propose to provide the following services through preparation of the PDR (50% design):

A. Project Management and Coordination-F&A:

1. Coordination of site survey by WCLS.
2. Facilitate site investigation, exploration, testing and report preparation for the Engineering Geology and Geotechnical Report preparation by ESSC.

B. Surveying-C&A:

We will provide the Topographic Survey and record boundary through our sub-consultant, Waters Cardenas Land Surveying, LLP. The survey will be limited to record boundary for the involved parcels and topographic coverage of the top of slope on the northerly side to the top of creek bank on the southerly side between SCC Stations 230+00 and 233+50

C. Engineering Geology and Geotechnical Services-ESSC:

We will provide a Geotechnical and Geologic Report providing recommendations for the stabilization through our sub-consultant, Earth Systems Southern California (ESSC) as detailed in their attached proposal. Their report recommendations will be used by F&A to provide the 50% design plans which will also be used as the basis for the opinion of construction cost.

D. Civil Design for Stabilization and PDR Preparation-F&A:

1. Based on the Topographic Survey, the Geotechnical and Geologic Report and input from COMB Staff, prepare Exhibits for the site stabilization options.

2. Based on those Exhibits, prepare Opinions of Probable Construction Cost for each option.
3. Items 1 and 2 above will be included in a Preliminary Design Report along with our recommendations.
4. Design Study submittal and review coordination meetings and discussions
5. Update design study based on COMB review comments.

E. Civil Design input for interim erosion control-F&A:

Although not requested in the RFP, subsequent discussions with COMB staff have suggested a need for engineering of some interim erosion control for the coming winter. We propose a budget allowance for this work until the scope can be better defined.

Based on the timing of completion of the surveying and geotechnical work, we anticipate completion of the 50% design PDR approximately 12 weeks after receiving Notice to Proceed from COMB. Work with COMB on design of interim erosion control construction would start immediately after receipt of Notice to Proceed.

SERVICES AND/OR INFORMATION TO BE PROVIDED BY OTHERS

We will need the following services and/or or additional information provided by others in order to complete our work:

1. All information in COMB's possession regarding existing conditions in the proposed work area.

SPECIFIC EXCLUSIONS

Specifically not included in the above Scope of Services or the estimated compensation below are the following:

1. Preparation of Plans and Specifications for the selected option suitable for permitting and construction.
2. Involvement in environmental review and permitting.
3. Involvement with agencies other than COMB.

COMPENSATION

Our services will be performed on a TIME AND MATERIALS basis and will be billed for at approximately monthly intervals in accordance with the attached Fee Schedule. If our involvement in the project extends beyond two years from the date of this proposal we reserve the right to update our fees to incorporate the fee schedule in effect at that time. Payment is due upon receipt of Statement and unpaid balances are subject to late charges.

Based on the scope of work, we estimate that our fees will not exceed \$137,200 for this preliminary design phase of our services with the following approximate breakdown:

Flowers and Associates, Inc. - preliminary design services management and coordination	\$9,700
Waters Cardenas Land Surveying, LLP - Site Topographic Survey and Record Boundary	\$21,600
Earth Systems Southern California - Site investigation, exploration, testing and Engineering Geology and Geotechnical Report preparation	\$55,000
Flowers and Associates, Inc. – Stabilization Exhibits; Cost Estimating Preliminary Design Report and update	\$42,900
Flowers and Associates, Inc. – Assistance with interim erosion control design- Budget allocation	\$7,500
Reimbursable costs including printing	<u>\$500</u>
Total Estimated Fee	\$137,200

Please note that this breakdown is for information only. Our commitment is limited to the Total Estimated fee.

This is an estimate only. It is our policy to keep our fees to the minimum required to comply with Client and jurisdictional agency requirements and good engineering practice and, as such, it is possible that the work can be accomplished for less. However, should unforeseen circumstances be encountered or additional or expanded work be required, our fees will increase accordingly and could exceed the amount estimated. We will obtain COMB approval before exceeding the estimated fee.

AGREEMENT BETWEEN CLIENT AND CONSULTANT

We understand that the COMB plans to use their Professional Services Agreement (PSA) as used in the recent past for our services and are prepared to sign that agreement assuming it references this proposal and our attached Fee Schedule.

Please contact the undersigned with any questions or comments. We appreciate your consideration of our firm as a consultant for this project.

Sincerely,
FLOWERS & ASSOCIATES, INC.

By: _____
Vernon E. Williams, P.E.,
Vice-President

By: _____
Richard G. Craig,
Resident Engineer

Enclosures