

**SPECIAL MEETING
OF THE
CACHUMA OPERATION AND MAINTENANCE BOARD**
held at
**3301 Laurel Canyon Road
Santa Barbara, California 93105**

Thursday, September 12, 2013

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** (COMB Board of Directors.)
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. **CONSIDER ACCEPTANCE OF DEPARTMENT OF FISH AND WILDLIFE GRANT AMENDMENT FOR FISH PASSAGE IMPROVEMENT ON QUIOTA CREEK, CROSSING 1 PROJECT**
Action: Recommend approval by motion and vote of the Board
4. **FISH PASSAGE IMPROVEMENT ON QUIOTA CREEK, CROSSING 1 PROJECT, CONSIDER ACCEPTANCE OF LOWEST RESPONSIVE AND RESPONSIBLE BID AND CONSTRUCTION CONTRACT AWARD**
Action: Recommend approval by motion and vote of the Board
5. **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:	September 12, 2013
Submitted by:	Tim Robinson
Approved by:	Randall Ward

SUBJECT: Quiota Creek Crossing 1 Fish Passage Improvement Project, California Department of Fish and Wildlife Grant Agreement Amendment

SUMMARY:

A 60-foot prefabricated bottomless arched culvert with four wing walls and one rock riffle for grade-control are planned to replace the current concrete low flow crossing at Quiota Creek Crossing 1. The final designs have been approved by the National Marine Fisheries Service (NMFS), California Department of Fish and Game (CDFW) and Santa Barbara County (County), by Friday all permits for the project will be obtained, and the Notice to Proceed from CDFW is expected by the end of the week. All funding for this project has been secured from a CDFW grant (\$521,141), a grant from the California Wildlife Conservation Board (WCB) (\$150,000), and a COMB construction match (\$50,000). The temporary construction Right of Entry agreement from the landowner within the project boundary has been received. Upon determining a construction contractor, the project will begin as soon as possible and is scheduled to be completed by the beginning of December this year.

On September 4, 2013, COMB received an amendment (P1250007-01) (Exhibit 1) to the CDFW Grant Agreement (P1250007) for the construction of the Quiota Creek Crossing 1 Fish Passage Improvement Project. The one significant element of the grant agreement amendment was to give CDFW the right to approve the construction contractor for the project. After review by COMB legal counsel, Staff recommends that the Board authorizes the COMB General Manager to sign the CDFW grant agreement amendment as proposed.

FINANCIAL IMPACT:

After review, there are no financial impacts from the grant agreement amendment.

LEGAL CONCURRENCE:

All documents have been reviewed by COMB legal counsel.

ENVIRONMENTAL COMPLIANCE:

There are no environmental compliance concerns with this grant agreement amendment.

COMMITTEE STATUS:

N/A

RECOMMENDATION:

Action Item 3: Authorizing the COMB General Manager to execute the CDFW Grant Agreement P1250007-01 as proposed.

LIST OF EXHIBITS:

1. California Department of Fish and Wildlife Grant Agreement Amendment



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
<http://www.wildlife.ca.gov>

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



September 4, 2013

Timothy H Robinson
Cachuma Operation & Maintenance Board
3301 Laurel Canyon Road
Santa Barbara, CA 93105

Re: P1250007 01 FISH PASSAGE IMPROVEMENT ON CROSSING 1, QUIOTA CREEK

Enclosed are one (1) complete set of the Agreement and six (6) signature sheets. Please sign and return all six (6) signature sheets, as well as the "Acknowledgment Disclaimer", with original signatures, within fifteen (15) working days to:

Department of Fish and Wildlife
Contract Management Section
Attn : Amy Manasero
1416 9th Street, 12th Floor
Sacramento, CA 95814

Please do not make any changes to this Agreement. Contact the Contract Manager for direction.

Agreements are not effective until approved by the Department of General Services or the Department of Fish and Wildlife as required by State procedure. A fully approved Agreement will be sent to you when executed.

Please refer to the box(es) checked below for further instruction:

- If you do not have a Payment Data Record form (STD 204) on file with CDFW, please complete the attached, sign and return.
- Contractor Certification Clauses (CCC 307). The Contractor Certification package contains clauses and conditions that may apply to your Agreement and to persons doing business with the State of California. The CCC 307 is available on the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Please download, sign and return "Page One". Failure to do so will prohibit the State of California from doing business with your company.
- Please return a copy of your Authorizing Resolution.
- Please submit the Accord Certificate of Liability Insurance (not less than \$1,000,000).
- This agreement is funded under a federal grant or contract. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires the State to report sub-recipient data. Please complete and submit the enclosed FFATA Contractor Certification form (FG_GMB 868).
- Voluntary Statistical Data Sheet (VSDS). The completion and return of this form is strictly voluntary.
- Other

Questions concerning the services to be performed under this Agreement should be directed to the Contract Manager Mary Larson at (562) 342-7186.

Sincerely,

Patricia Jackson
Contract Analyst

Enclosure(s)
c: File, Suspense
SCR-HQ, Mary Larson
SCR, Margaret Moilov



September 4, 2013

Timothy H Robinson
Cachuma Operation & Maintenance Board
3301 Laurel Canyon Road
Santa Barbara, CA 93105

Re: P1250007 01 FISH PASSAGE IMPROVEMENT ON CROSSING 1, QUIOTA CREEK

ACKNOWLEDGMENT OF AMENDMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) and the California Department of General Services (DGS) applies, the attached amendment shall be of no force or effect until it is signed by both parties (CDFW and Contractor) and/or approved by the DGS.

The signing of this amendment by your organization does not authorize work outside of the original agreement terms or any prior amended terms until all approvals have been obtained, the amendment has been fully executed, and the contractor has been notified of the execution. Should any work be performed outside of the original agreement or prior amended terms, services will be considered voluntary.

Please be advised that a failure to sign and return this letter with your signed contract will result in a delay in approving your contract.

Authorized Signature

Date

Printed Name and Title of Person Signing



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
1416 9th Street
Sacramento, CA 95814
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



**FISHERIES RESTORATION GRANT PROGRAM
GRANT AGREEMENT, AMENDMENT NUMBER P1250007, 01
FISH PASSAGE IMPROVEMENT ON CROSSING 1, QUIOTA CREEK**

GRANTOR: State of California, acting by and through (Grantor)
The California Department of Fish and Wildlife,
1416 9th Street, 12th Floor
Sacramento, CA 95814

GRANTEE: Cachuma Operation and Maintenance Board (Grantee)
3301 Laurel Canyon Road
Santa Barbara, CA 93105
Facsimile Number: (805) 569-5825

GRANT AMENDMENT

This Grant P1250007, by and between the California Department of Fish and Wildlife (Grantor) and the Cachuma Operation and Maintenance Board (Grantee), originally made and entered into on June 3, 2013, is hereby amended upon Grantor approval, in the following particulars and no others:

1. Exhibit 1.a (Rev. 12/21/12) is hereby deleted in its entirety from this agreement and replaced with the attached revised Exhibit 1.a (Rev. 08/06/13). The newly revised Exhibit 1.a includes a new Paragraph 16 and all the remaining paragraphs have been renumbered.

All other terms and conditions shall remain the same.

Fisheries Restoration Grant Program – Cachuma Operation and Maintenance Board
P1250007, 01

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Helen Carriker

Title: Deputy Director, Administration

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: Randall Ward

Title: General Manager

Date: _____

This agreement is exempt from DGS-OLS approval, per SCM 4.06

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that the CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.
6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable):** The Grantee shall obtain, at its expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.
11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of

this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for approval prior to starting any of the work;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CDFW or any other California State entity.

21. PROPERTY ACQUISITIONS: Property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture – Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets – Items considered 'highly desirable' because of their portability and value, e.g., calculators, typewriters, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment – All computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is property of Grantee. CDFW does not claim title to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

Title to property with a unit cost of \$5,000 or more may be retained by Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting; the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	September 12, 2013
Submitted by:	Tim Robinson
Approved by:	Randall Ward

SUBJECT: Quiota Creek Crossing 1 Fish Passage Improvement Project, Construction Contract Award

SUMMARY:

A 60-foot prefabricated bottomless arched culvert with four wing walls and one rock riffle for grade-control are planned to replace the current concrete low flow crossing at Quiota Creek Crossing 1. The final designs have been approved by the National Marine Fisheries Service (NMFS), California Department of Fish and Game (CDFW) and Santa Barbara County (County), by Friday all permits for the project will be obtained, and the Notice to Proceed from CDFW is expected by the end of the week. All funding for this project has been secured from a CDFW grant (\$521,141), a grant from the California Wildlife Conservation Board (WCB) (\$150,000), and a COMB construction match (\$50,000). The temporary construction Right of Entry agreement from the landowner within the project boundary has been received. Upon determining a construction contractor, the project will begin as soon as possible and is scheduled to be completed by the beginning of December this year.

COMB advertised the construction cost proposal on August 28, 2013, with bids due on September 11, 2013. Following the opening of the three bids received, the bids were reviewed independently by staff representatives of the Montecito and Goleta Water Districts. That review concluded that there was one responsive and responsible bidder that met the criteria necessary for approval by the Board. The lowest responsive and responsible bidder was Peter Lapidus Construction (PLC) at **\$537,235**. Based on the foregoing, Staff recommends the Board accepts the lowest responsive and responsible bid and awards a construction contract to PLC for the immediate construction of the Quiota Creek Crossing 1 Fish Passage Improvement Project. The construction contract includes all required provisions within the CDFW and WCB grant agreements, permits including the County Encroachment Permit, and COMB administrative and legal requirements. The construction contract has been reviewed and approved by COMB legal counsel.

FINANCIAL IMPACT:

COMB is obligated to a \$50,000 construction match, staff time and operating expenses (independent design review and all permit fees). The COMB budget provided \$770,000 for the project. A summary of the revenues (grant funding and COMB match) are as follows:

	Amount
Revenues:	
CDFW grant	\$521,141
WCB grant	\$150,000
COMB construction match	\$50,000
COMB operations match	\$48,859
Total:	\$770,000

Estimated costs for the project are as follows:

Estimated Costs:	
COMB operations match	\$32,631
Engineering oversight - Resident Engineer, estimated	\$16,228
Engineering oversight - bridge fabrication, estimated	\$25,000
Construction Contractor bid	\$537,235
Contech prefabricated arch plus	\$179,978
Total:	\$791,072

Engineering oversight for the bridge fabrication and the required Resident Engineer is estimated as those expenditures have not yet been contracted.

LEGAL CONCURRENCE:

All documents have been reviewed by COMB legal counsel.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

N/A

RECOMMENDATION:

Action Item 4a: Accept the lowest responsive and responsible bid.

Action Item 4b: Authorizing the COMB General Manager to execute the construction contract to the lowest responsive and responsible bidder, Peter Lapidus Construction for the construction of the Quiota Creek Crossing 1 Fish Passage Improvement Project.

Action Item 4c: Authorizing the COMB General Manager to execute two separate contracts for engineering oversight for the bridge fabrication and Resident Engineer in an amount not to exceed \$50,000.

LIST OF EXHIBITS:

N/A