

**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 August 6, 2012

Start Time
10:00 A.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. **FISH PASSAGE IMPROVEMENT ON CROSSING 7, QUIOTA CREEK PROJECT**
 - a. Award Construction Contract to Peter Lapidus Construction, Inc.
Action: Recommend approval by motion and vote of the Board
 - b. Consider Approval for Purchase from Contech Engineered Solutions, LLC of a Bottomless Arch Culvert
Action: Recommend approval by motion and vote of the Board
 - c. Consider Approval of Payment of Fees to the County of Santa Barbara for the Encroachment Permits
Action: Recommend approval by motion and vote of the Board
4. **CONSIDER APPROVAL OF PROFESSIONAL SERVICES AGREEMENTS AND SCOPES OF WORK/TASK ORDERS FOR FISHERIES RELATED CONSULTANT WORK FY 2012-13**
 - **Kenneth A. Knight, Consulting**
 - **Northwest Hydraulic Consultants**
 - **HDR Fisheries Design Center**
 - **Cardno ENTRIX**
 - **Stetson Engineers**
 - **Hanson Environmental, Inc.**Action: Recommend approval by motion and vote of the Board
5. **STATUS OF NORTH PORTAL ELEVATOR/SERVICE CONTRACTS**

Discussion only

6. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
 - a. SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (b): One case
7. COMB ADJOURNMENT

NOTICE TO PUBLIC

Public Comment: Any member of the public may address the Board on any item in the noticed agenda, as set forth in Item 2. . . The total time for this item will be limited by the President of the Board. If you wish to address the Board under this item, please complete and deliver to the Secretary of the Board before the meeting is convened, a “Request to Speak” forms including a description of the subject you wish to address.

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

[This Agenda was Posted at 3301 Laurel Canyon Road, Santa Barbara, CA
at Santa Barbara City Hall, Santa Barbara, CA and at Member District Offices and Noticed and Delivered in Accordance
with Section 54956 of the Government Code.]

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	August 6, 2012
Submitted by:	Tim Robinson and Dave Baum
Approved by:	Bruce Mowry

SUBJECT: Quiota Creek Crossing 7 Fish Passage Improvement Project

SUMMARY:

A 60-foot prefabricated bottomless arched culvert with three wing walls and two rock weirs for grade-control structures are planned to replace the current concrete low flow crossing at Quiota Creek Crossing 7. Pending final design approval by the National Marine Fisheries Service (NMFS) and Santa Barbara County (County), the project will begin in September and be completed in December of 2012. All funding for this project has been secured from a California Department of Fish and Game (CDFG) grant (\$442,736), a grant from the California Wildlife Conservation Board (WCB) (\$397,683), and a COMB construction match (\$50,000). The Notice to Proceed (NTP) has been received from WCB and the NTP from CDFG is anticipated upon design approval by NMFS. Conformed for Construction drawings have been submitted to NMFS and the County. With design approval and payment of the \$20,744.76 County Encroachment Permit Fee (Exhibit 3), the final pending permit (Encroachment Permit) will be issued. Dave Baum has been approved by the County to be the project's resident engineer. Right of Entry agreements have been secured from the two landowners within the project boundary.

Peter Lapidus Construction (PLC) has agreed to maintain his unit costs from the Quiota Creek Crossing 2 project and has submitted a single-source bid honoring our conditions for the construction of the Quiota Creek Crossing 7 project. The bid has been reviewed and approved by COMB's resident engineer (Dave Baum) and the project engineer (Mike Garello, HDR). The PLC bid was \$526,974 and came in \$34,000 less than the engineer's estimate. A Contract Agreement between COMB and PLC has been issued and signed by PLC (Exhibit 1). The quote for the Contech prefabricated product (\$150,167) plus delivery is estimated to be \$172,000 (Exhibit 2). An independent engineer's review of the Contech shop-drawings has been completed and submitted to the County per their request. Estimated project costs are approximately \$68,000 less than the total amount of secured funding from grants and COMB. A construction contract agreement has been reviewed by COMB legal counsel and signed by PLC.

FINANCIAL IMPACT:

COMB is obligated to a \$50,000 construction match, staff time and some operating expenses (document and meeting preparation, design review, permit fees, materials testing, and record drawings totaling approximately \$52,000 plus the Encroachment Permit fee of \$20,745). A summary of the financial impacts (revenues and estimated costs) is presented in Table 1.

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Table 1: Project revenues and estimated costs.

	Amount
Revenues:	
CDFG grant	\$442,736
WCB grant	\$397,683
COMB construction match	\$50,000
Total:	\$890,419
Estimated Costs:	
COMB operating expenses	\$52,000
Construction COMB	\$50,000
Construction PLC	\$526,974
Contech prefabricated arch	\$172,000
SB County Encroachment Permit fee	\$20,745
Total:	\$821,719

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 3a: Staff recommends authorizing the COMB General Manager to enter into a contract as written with PLC for the construction of the Quiota Creek Crossing 7 project in the fall of 2012 upon receiving design approval from NMFS and the County, all permits, and the Letter to Proceed from CDFG.

Action Item 3b: In addition and under the same condition, staff recommends authorizing the COMB General Manager to execute a purchase order for the prefabricated Contech product as proposed.

Action Item 3c: In addition, staff recommends authorizing the COMB General Manager to pay the County Encroachment Permit fee as quoted.

LIST OF EXHIBITS:

1. Contract Agreement between COMB and Peter Lapidus Construction Inc. for the construction of the project.
2. Purchase Order with Quotation and addendum for the ConTech bottomless arched culvert.
3. Summary of the assessed Santa Barbara County Encroachment fee for the project.

**CACHUMA OPERATION AND
MAINTENANCE BOARD**



3301 Laurel Canyon Road
Santa Barbara, CA 93015

**FISH PASSAGE IMPROVEMENT ON CROSSING 7,
QUIOTA CREEK**

August 6, 2012



**CONTRACT AGREEMENT AND SUPPORTING DOCUMENTS
FOR
THE FISH PASSAGE IMPROVEMENT ON
CROSSING 7, QUIOTA CREEK PROJECT**

FISH PASSAGE IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

COMB

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ITEM # 3a
PAGE 1

SECTION A – DOCUMENTS

PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD – FISH PASSAGE IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

- Contract Agreement.
- Cost Schedule.
- List of Equipment and Materials Manufacturers.
- List of Subcontractors and Suppliers.
- Contractor's Statement Regarding Insurance Coverage.
- Insurance Requirements for Contractors.
- Payment Bond.
- Performance Bond.
- The prevailing rate of per diem wages determined by the Director of the California Department of Industrial Relations.
- Notice to Proceed.
- Notice of Completion.
- Standard Specifications for Public Works Construction (SSPWC, "the Greenbook") – 2009 Edition.
- Change Order.
- Work Change Directives which may be delivered or issued after the Effective Date of the Agreement.

**CONTRACT AGREEMENT FOR THE
FISH PASSAGE IMPROVEMENT ON CROSSING 7, QUIOTA CREEK
FOR THE CACHUMA OPERATION AND MAINTENANCE BOARD
SANTA BARBARA COUNTY, CALIFORNIA**

Contract Price \$ 526,974.00

THIS AGREEMENT made this 6th day of August, 2012, by and between the Cachuma Operation and Maintenance Board, a joint powers authority and public entity, organized and existing in the County of Santa Barbara, under and by virtue of the laws of the State of California, hereinafter designated as Board, and Peter Lapidus Construction, Inc., hereinafter designated as Contractor. The Board and the Contractor, in consideration of the mutual promises, covenants and conditions hereinafter set forth, agree as follows:

ARTICLE 1 - THE WORK

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

FISH PASSAGE IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

The Work is generally described as follows:

The project consists of removal of existing concrete low-flow type stream crossing; installation of 60-foot prefabricated concrete bridge with wingwalls; installation of 18-foot wide asphalt road with corresponding traffic barrier systems; installation of rock profile control structures; installation of rock slope protection; instream grading and contouring; improvement of existing fencing private property; and protection of environmental resources and private property.

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

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

Supervisor who are acceptable to the Board. The Contractor shall not change the Board-approved Construction Manager and Field Supervisor during the course of the Work, unless such change is specifically approved in writing by the Board in its sole discretion.

Contractor represents and warrants that it currently possesses all license(s) or other approvals currently required by California law to engage in the Work described herein.

ARTICLE 2 - COMMENCEMENT AND COMPLETION; LIQUIDATED DAMAGES

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the Board and the Work shall be fully completed by the schedule defined in Section 6-7.1.2. The Board will issue a Notice to Proceed within 3 days following its acceptance of Contractor's bonds and insurance certificates.

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

START DATE SEPT. 4, 2012

FISH PASSAGE IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

COMB

ARTICLE 3 - CONTRACT PRICE

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

ARTICLE 4 - THE CONTRACT DOCUMENTS

The Contract Documents consist of:

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

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

ARTICLE 5 - PAYMENT PROCEDURES

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

ARTICLE 6 - NOTICES

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

ARTICLE 7 - NO ASSIGNMENT

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

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

ARTICLE 8 - PREVAILING WAGES/LABOR CODE COMPLIANCE

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

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

general determinations effective at the time of the call for proposals or bids.

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

ARTICLE 9 - INDEMNITY OBLIGATIONS

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

B. In any and all claims against the Board, Reclamation, and their consultants, and each of their

members, trustees, directors, officers, employees and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes, or other insurance policies furnished by Contractor as required herein.

ARTICLE 10 - PAYMENTS AND PERFORMANCE BONDS

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

ARTICLE 11 - TERMINATION OF CONTRACT IN EVENT OF NON-TIMELY DELIVERY OF PREFABRICATED CONCRETE BRIDGE

As referenced in Item 8 of the "Section C-Special Provisions-Technical" which are part of these specifications, the 60-foot prefabricated arch concrete bridge to be installed as part of the Work is a pre-purchased item to be delivered to the site of the Work on or before October 17, 2012 so as to provide sufficient time to timely complete the Work consistent with the time requirements of the Department of Fish & Game, any other regulatory agencies with jurisdiction thereto, and with Section 6 of "Section B-General Provisions Modifications" and specifically Paragraph 6-7.1.2 thereto ("Contract Period"). The Board, in its sole discretion, (and without affecting any of its other right herein) may subsequently terminate this Contract, without penalty, due to time restrictions if the prefabricated bridge is not delivered to the site of the Work on or before October 17, 2012, or alternatively upon the Board's determination that such termination is in the Board's best interest.

If the Board elects to terminate the Contract in this circumstance, then notwithstanding any other provisions in these Contract Documents, such

termination and the total compensation payable to the Contractor shall be governed by the following:

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

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

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

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

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

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

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

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

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

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

J. Take any other actions required by Engineer.

(2) Termination of the Contract shall not relieve any

surety of its obligations for just claims arising out of the work performed.

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

A. The reasonable cost to Contractor, without profit, for all work performed under the Contract, including mobilization, demobilization and work done to secure the Project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by sale of the materials, and for other appropriate credits against the cost of the Work. When in the Engineer's opinion the cost of a contract item of work is excessively high due to costs to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

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

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

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

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

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

These provisions shall be included in any subcontracts.

ARTICLE 12 – LAWS, REGULATIONS AND PERMITS

Contractor, at its expense, shall give all notices and (unless otherwise provided herein) obtain all permits for the work required by law, and comply with all applicable laws, ordinances, rules and regulations pertaining to the conduct of the work. Contractor shall be liable for all violations of the law in connection with work furnished by Contractor. If Contractor observes that any drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the Board's authorized representative in writing and any necessary changes shall be made by written instruction or change order. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the Board's authorized representative, Contractor shall bear all costs arising therefrom.

ARTICLE 13 – SAFETY

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

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

Board for approval prior to commencement of the Work.

If applicable, in accordance with Section 6705 of the California Labor Code, Contractor shall submit to COMB specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by COMB prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of the plan in no way relieves Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit his/her permit with the excavation/trench work safety plan to COMB before work begins.

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

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

Safety Measures and Public Convenience - Contractor shall provide for the protection of all persons and property as herein specified. Attention is called to

"Construction Safety Orders: and General Safety Orders" of the California State Industrial Accident Commission to which Contractor is required by law to conform.

ARTICLE 14 - NO WAIVER

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

ARTICLE 15 - SEVERABILITY

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

ARTICLE 16 - INCORPORATION OF APPLICABLE STATUTORY PROVISIONS

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

ARTICLE 17 - CHANGES TO LAW

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

ARTICLE 18 - VENUE

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

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

CACHUMA OPERATION & MAINTENANCE BOARD

By: _____

Title: _____

ATTEST:

Secretary to the Board of Directors

Approved as to Form:
Musick, Peeler and Garrett LLP

Attorneys for Board

Principal: _____

CONTRACTOR

Peter Lapidus Construction, Inc.

By: J. Ward Hoel

Title: Project Manager

License No.: 773908

ATTEST:

Agent for Service of Process:

Bond No.: _____

Bond Type: _____

Bond Amount: _____

Peter Lapidus Construction, Inc.
License #773908
1975 Cravens Lane
Carpinteria, CA 93013
Phone: (805)745-1447
Fax: (805) 745-5957
Cellular: (805) 280-2186

Special Corporate Meeting:

In Attendance: Peter Lapidus & Hilary Lapidus

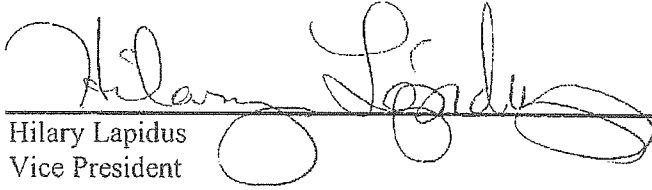
Date: 2-22-12

We duly authorize and resolve that Lewis "Ward" Goodier may sign any and all proposals and may execute contracts on behalf of the corporation.

We further certify that said resolution is now in full force and effect.



Peter Lapidus
President



Hilary Lapidus
Vice President



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 773908

⚠️ DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#), only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	773908	Extract Date 8/2/2012				
	PETER LAPIDUS CONSTRUCTION INC					
Business Information	Business Phone Number: (805) 745-1447					
	1975 CRAVENS LANE CARPINTERIA, CA 93013					
Entity	Corporation					
Issue Date	01/21/2000					
Reissue Date	03/27/2006					
Expire Date	03/31/2014					
License Status	ACTIVE This license is current and active. All information below should be reviewed.					
Classifications	<table border="0"> <thead> <tr> <th>CLASS</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>A</td> <td><u>GENERAL ENGINEERING CONTRACTOR</u></td> </tr> </tbody> </table>		CLASS	DESCRIPTION	A	<u>GENERAL ENGINEERING CONTRACTOR</u>
CLASS	DESCRIPTION					
A	<u>GENERAL ENGINEERING CONTRACTOR</u>					
Bonding	<p>CONTRACTOR'S BOND This license filed a Contractor's Bond with <u>NATIONWIDE MUTUAL INSURANCE COMPANY</u>.</p> <p>Bond Number: BD698202 Bond Amount: \$12,500 Effective Date: 01/01/2007 Contractor's Bond History</p> <p>BOND OF QUALIFYING INDIVIDUAL</p> <p>1. The Responsible Managing Officer (RMO) LAPIDUS PETER STONE certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.</p> <p>Effective Date: 03/27/2006</p>					
Workers' Compensation	WORKERS' COMPENSATION					

ITEM # 3a
PAGE 10

COST SCHEDULE

PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD – FISH PASSAGE IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. The Board reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

Quantities (if any) listed in this Proposal Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details. The cost of all labor, material and equipment necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the price for the items shown herein.

COST SCHEDULE (Fish Passage Improvement on Crossing 7, Quiota Creek)

Item No.	Description	Reference	Estimated Quantity	Unit	Unit Price	Item Cost
1	General Conditions and Mobilization	Section C	1	LS	43,000.	43,000. ⁰⁰
2	Demolition, Clearing, Grubbing, and Disposal	" "	1	LS	39,000	39,000. ⁰⁰
3	Install, Operate, and Maintain Dewatering Systems	" "	1	LS	15,000	15,000. ⁰⁰
4	Erosion Control and Revegetation	" "	1	LS	10,000	10,000. ⁰⁰
5	Site Ex, Stockpiling, and Materials Prep	" "	1700	CUY	14.06	23,895. ⁰⁰
6	Over-Excavation, Footing Preparation, and Forming	" "	145	CUY	1 ⁰⁰	145. ⁰⁰
7	Construct Cast-In-Place Footings	" "	61	CUY	800. ⁰⁰	48,800. ⁰⁰
8	Install 60-Foot Span Prefabricated Bridge Arch Bridge System	" "	1	LS	30,000. ⁰⁰	30,000. ⁰⁰
9	Road-Embankment Fill, Compaction, and Grading	" "	1430	CUY	46.50	66,500. ⁰⁰
10	Road Base Import, Preparation, and Grading	" "	360	TON	53.33	19,200. ⁰⁰
11	Install Asphaltic Concrete Pavement	" "	160	TON	150. ⁰⁰	24,000. ⁰⁰
12	Install Guardrail and Bridge Rail System	" "	570	FT	127. ⁰⁰	72,390. ⁰⁰
13	Apply Bridge Coating System (Anti-Graffiti)	" "	1	LS	7000. ⁰⁰	7,000. ⁰⁰
14	Construct Two Rock Weirs	" "	200	LF	200. ⁰⁰	40,000. ⁰⁰
15	Engineered Streambed Material (ESM)	" "	365	CUY	27.40	10,000. ⁰⁰
16	Rock Slope Protection	" "	300	LF	150. ⁰⁰	45,000. ⁰⁰
17	Perform Finished In-stream Grading and Contouring	" "	8000	SQFT	1. ⁰⁰	8000. ⁰⁰
18	Cattle Exclusion Fencing	" "	1	LS	1183 ⁰⁰	1,183. ⁰⁰
19	Replace Existing Fence (1 gate)	" "	246	LF	12. ⁰⁰	2952. ⁰⁰
20	Site Clean-Up and Demobilization	" "	1	LS	1000. ⁰⁰	1,000. ⁰⁰
21	AC Dike Type F	" "	450	LF	8.40	3780. ⁰⁰
22	Keystone Retaining Wall	" "	1	LS	13,950 ⁰⁰	13,950. ⁰⁰
23	Salvage Existing Guardrail	" "	1	LS	3528 ⁰⁰	3,528. ⁰⁰
24	Install Livestock Gates and Fencing Braces	" "	1	LS	2652 ⁰⁰	2,652. ⁰⁰
25	County Required Delineators, Signs, and Fall Protection	" "	1	LS	2389 ⁰⁰	2,389. ⁰⁰
26	Protection of Existing Facilities	" "	1	LS	2610 ⁰⁰	2,610. ⁰⁰

INCLUDED IS PETER LAPINS CONSTRUCTION PROPOSAL AND SCHEDULE OF VALUES DATED 7/14/12.
 LBJ

Peter Lapidus Construction, Inc.
Lic. #773908
1975 Cravens Lane
Carpinteria, CA 93013
Phone/Fax (805) 745-1447/(805) 745-5957
Cellular (805) 331-8711

BID PROPOSAL

For: Cachuma Operation & Maintenance Board

Date: 7-14-12

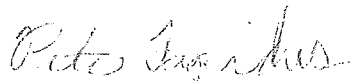
Location: S. Refugio Rd. Santa Ynez Quiota Creek Crossing #7

Scope of Proposal

This proposal is based on plans provided by COMB for the Crossing #7 Draft 100% dated May 2012 and Addendum #1. Bid based on specifications for Quiota Creek Crossing #2 as no new specifications have been provided to date. In keeping with the offer by COMB to allow Peter Lapidus Construction, Inc to perform this project based on the same unit cost bid on Quiota Creek crossing #2 we are pleased to provide this proposal. Some additional line items were added by the project engineer due to minor changes in the overall scope of the project and the addition of some items that came up on the previous job as unforeseen changes that are now budgeted into this job as part of the scope. We look forward to working with COMB to complete this project within the time line allotted while staying within the parameters of all agency requirements.

Please contact me if you have any questions regarding this proposal or the project.

Sincerely



Peter Lapidus
President Peter Lapidus Construction, Inc.



Schedule of Values
 Fish Passage Improvement on Crossing 7, Quijota Creek

Item No.	Description	Reference	Estimated Quantity	Unit	Unit Price	Item Cost
1	General Conditions and Mobilization	Section C	1	LS	\$43,000.00	\$43,000.00
2	Demolition, Clearing, Grubbing, and Disposal	" "	1	LS	\$30,000.00	\$30,000.00
3	Install, Operate, and Maintain Dewatering Systems	" "	1	LS	\$15,000.00	\$15,000.00
4	Erosion Control and Revegetation	" "	1	LS	\$10,000.00	\$10,000.00
5	Site Ex, Stockpiling, and Materials Prep	" "	1593	CUY	\$15.00	\$23,895.00
6	Over-Excavation, Footing Preparation, and Forming	" "	145	CUY	\$1.00	\$145.00
7	Construct Cast-In-Place Footings	" "	61	CUY	\$800.00	\$48,800.00
8	Install 60-Foot Span Prefabricated Bridge Arch System	" "	1	LS	\$30,000.00	\$30,000.00
9	Road-Embankment Fill, Compaction, and Grading	" "	1330	CUY	\$50.00	\$66,500.00
10	Road Base Import, Preparation, and Grading	" "	320	TON	\$60.00	\$19,200.00
11	Install Asphaltic Concrete Pavement	" "	160	TON	\$150.00	\$24,000.00
12	Install Guardrail and Bridge Rail System	" "	570	FT	\$127.00	\$72,390.00
13	Apply Bridge Coating System (Anti-Graffiti)	" "	1	LS	\$7,000.00	\$7,000.00
14	Construct Two Rock Weirs	" "	200	LF	\$200.00	\$40,000.00
15	Engineered Streambed Material (ESM)	" "	1000	sf	\$10.00	\$10,000.00
16	Rock Slope Protection	" "	300	LF	\$150.00	\$45,000.00
17	Perform Finished In-stream Grading and Contouring	" "	8000	SQFT	\$1.00	\$8,000.00

MS

Peter Lapidus Construction, Inc.
 1975 Cravens Lane
 Carpinteria, CA 93013

WSS

18	Cattle Exclusion Fencing	" "	1	LS	\$1,183.00	\$1,183.00
19	Replace Existing Fence	" "	246	LF	\$12.00	\$2,952.00
20	Site Clean-Up and Demobilization	" "	1	LS	\$1,000.00	\$1,000.00
21	AC Dike Type F	" "	450	LF	\$8.40	\$3,780.00
22	Keystone Retaining Wall	" "	1	LS	\$13,950.00	\$13,950.00
23	Salvage Existing Guardrail	" "	1	LS	\$3,528.00	\$3,528.00
24	Install Gates and Braces	" "	1	LS	\$2,652.00	\$2,652.00
25	County Required Delineators, Signs, and Fall Protection	" "	1	LS	\$2,389.00	\$2,389.00
26	Protection of Existing Facilities	" "	1	LS	\$2,610.00	\$2,610.00
	Total Bid					\$526,974.00

Peter Lapius Construction, Inc.
 1975 Cravens Lane
 Carpinteria, CA 93013

LIST OF EQUIPMENT AND MATERIAL MANUFACTURERS
PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD – FISH PASSAGE
IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

Contractor shall indicate in the space provided below the name of the manufacturer of the listed equipment, and supplier of the listed material, proposed to be furnished under the contract. Awarding of a contract based on this proposal will not imply approval by the Owner of the manufacturers or suppliers listed. No substitution will be permitted after award of contract except upon written approval of the Owner.

<u>Equipment/Materials</u>	<u>Manufacturer</u>	<u>Supplier</u>
Foundation Concrete	Mission Ready Mix	Mission Ready Mix
Geotextile Fabric	MIRAFI	WHITE CAP
Bridge Foundation Rock	GRANITE CONST.	GRANITE
Rock Weirs	" "	"
Rock Slope Protection	" "	"
Engineered Streambed Material	BUELLFLAT	BUELLFLAT
Crane		SPECIALTY CRANE
Keystone Retaining Wall	Keystone	RCP Block + Brick
Structural Fill	ONSITE - BUELLFLAT - GRANITE CONST.	
Road Base	GRANITE	GRANITE
Road and Dike Asphalt	"	"
Weathering Steel Guardrail	ALCORN FENCE	ALCORN FENCE
Weathering Steel Bridge Rail	ALCORN FENCE	ALCORN FENCE
Delineators, Signs and Reflectors	ALCORN FENCE	ALCORN FENCE
Anti-Graffiti Treatment	PERMASHIELD w/SINAK	SURFACE FX
Native Seed and Hydromulch	S+S seed	ACACIA
Cattle Exclusion Fencing		PHC

LIST OF SUBCONTRACTORS AND SUPPLIERS

PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD – FISH PASSAGE IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

The following is a list of subcontractors and suppliers who will perform work or provide materials of value in excess of one-half percent of the total contract price. No subcontractor shall perform work in excess of the amount specified herein, without the written approval of the Board.

Name Under Which Subcontractor is Licensed	License No./ Expiration Date	Address of Office, Mill or Shop	Specific Description of Work Subcontracted or Materials Supplied	Cost of Work
Fence Factory	295524 4-30-14	2709 SANTA MARIA WAY SANTA MARIA CA	BARB WINE FENCE	2678.00
Specialty Crane	676127 8-31-13	1 So. FAIRVIEW COLETA CA	CRANE	14,000.00
Alcorn Fence	122954 2-28-14	PO BOX 1249 SUN VALLEY CA	GUARD+BRIDGE RAILS	66,167.00

CONTRACTOR'S STATEMENT REGARDING INSURANCE COVERAGE
PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD – FISH PASSAGE
IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

Contractor hereby certifies that he/she has reviewed the insurance coverage requirements for this Contract. Contractor further certifies that he/she can meet all of these specifications requirements for insurance including insurance coverage of his/her subcontractors.

Workers' Compensation Insurance: The Contractor shall obtain and maintain workers' compensation insurance required by law covering all of the Contractor's employees on the Work at all times. It shall be the Contractor's responsibility to see that all employees of its subcontractors are equally protected by such insurance either provided by the Contractor or by the subcontractor. The required insurance shall cover any assignee of the Contractor or any subcontractor performing or causing to be performed any work or labor in fulfillment of the provisions of the Contract. The Contractor certifies the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code before commencing the performance of the work of this contract.

Peter Hapius Construction
Contractor

L. Ward Goodier
By

Project Manager
Title

8/2/12
Date

INSURANCE REQUIREMENTS FOR CONTRACTOR
PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD – FISH PASSAGE
IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors. The cost of such insurance is included in the Contract amount.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code I (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance. [Note: See also Paragraph 7-4 of General Provisions Modifications.]

Minimum Limits of Insurance

Contractor shall maintain limits not less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Workers Compensation: \$1,000,000
4. Employers Liability: \$2,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Board. At the option of the Board, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the U.S. Bureau of Reclamation ("Reclamation"), the Board, its members and its officers, consultants (including the Board's Engineer and its Design Engineer, HDR Fisheries Design Center), officials, directors, agents and employees (collectively all of these parties are referred to as "additional insureds"), or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain,

the following provisions:

1. The additional insureds shall be covered as insureds (via ISO endorsement CG 2010, CG 2033 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the additional insureds.
4. The Contractor'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 clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' written notice by certified mail, return receipt requested, has been given to the Board.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or equivalent or as otherwise approved by Board.

Verification of Coverage

Contractor shall furnish the Board with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be in a form satisfactory to the Board. All endorsements are to be received and approved by the Board before work commences. As an alternative, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

END OF SECTION

Pending From
TWIW 8/2/12

PERFORMANCE BOND

PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD – FISH PASSAGE IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

This Performance Bond is tendered to the Cachuma Operation & Maintenance Board ("Board") in conjunction with the FISH PASSAGE IMPROVEMENT ON CROSSING 7, QUIOTA CREEK Project as set forth above.

We, the Principal _____ and _____ a Surety Corporation, organizing existing under and by virtue of the laws of the State of _____ and duly authorized to transact business within the State of California as a surety, are held and firmly bound unto the Board the sum of _____ (\$ _____) lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his/her or its heirs, executors, administrators successors or assigns shall abide by, keep and perform the covenants, conditions, requirements, obligations, and provisions of the aforescribed Project and/or Contract, any alterations thereof, or any regulations or laws pertaining thereto on his/her or their part to be kept and performed at the time in the manner therein specified and if they also indemnify and hold the Board, and its members, officers, agents, employees harmless from all liability, costs, losses, expenses, and attorneys' fees thereon, then this obligation shall become null and void; but otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Project or work to be performed hereunder, or the specifications and drawings that accompany same, shall in any way affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the Contract, to the work or Project, or to the drawings and specifications.

Whenever the Principal shall be, and declared by the Board to be in default under the above agreement, the Surety shall promptly remedy the default, or shall promptly pay the amount of the bond herein.

For the satisfactory completion of this Project and the Contract hereunder, the above obligations shall hold good for a period of one (1) year after the completion of the Project and its acceptance by the Board, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the Board from loss or damage made evident during the period of one (1) year from the date of acceptance of the work and resulting from or caused by defective materials or faulty workmanship, the above obligations shall remain in full force and effect. The obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Pending

IN WITNESS WHEREOF, this Performance Bond is duly executed by the Principal and Surety above-named on _____, 20__.

PRINCIPAL:

*SURETY:

NAME OF PRINCIPAL

NAME OF SURETY

SIGNATURE

SIGNATURE

TYPED NAME AND TITLE

TYPED NAME AND TITLE

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

TELEPHONE

TELEPHONE

*Power of Attorney Must Be Attached.

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____ [SEAL]

NOTICE TO PROCEED
PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD – FISH PASSAGE
IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

 Date , 2012

To: Contractor .

Re: Notice to Proceed - Fish Passage Improvement on Crossing 7, Quiota Creek Project

Dear Contractor ,

This letter shall constitute your "Notice to Proceed" with the work on the subject project. This notice is effective the date of this letter subject to all provisions in the contract documents.

The administration of the contract will be handled by our office and the observation of the work will be performed by our Resident Engineer, Dave Baum. Tim Robinson will provide Project Management services for COMB. All communication and correspondence shall be directed to our Resident Engineer and Project Manager, whom I hereby designate as my authorized representatives.

We look forward to working with you on this project.

Sincerely,

Bruce A. Mowry
General Manager

CC: Dave Baum, Resident Engineer, COMB
Timothy H. Robinson, Project Manager, COMB

SECTION B - GENERAL PROVISIONS MODIFICATIONS
PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD – FISH PASSAGE
IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

B1.01 STANDARD SPECIFICATIONS

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction (SSPWC, or "Greenbook"), 2009 Edition except as modified below. Requirements of the Standard Specifications are intended to be construed in a complementary manner with all other provisions of the Contract Documents. However, in case of conflict between the Standard Specifications versus the Contract Agreement, General Provisions Modifications, Special Provisions or other provisions of these Contract Documents, in such case the Contract Agreement, General Provisions Modifications, Special Provisions, or other provisions of the Contract Documents shall control over the Standard Specifications. The precedence of Contract Documents shall be as set forth in Paragraph 2-5.2 of the Standard Specifications, as amended in these General Provisions Modifications.

B1.02 MODIFICATIONS TO STANDARD SPECIFICATIONS [General Provisions Modifications]

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

Wherever State Agencies, Departments, or Officers are referred to in the Standard Specifications, the comparable Board, Departments, or Officers are meant thereby for the purpose of these Contract Documents.

General Manager: The General Manager of the Cachuma Operation & Maintenance Board or his/her authorized representative(s). Note: Unless otherwise specified, documents or other information to be provided by the Contractor to the Board pursuant to the Contract Documents may be supplied to the General Manager or his authorized representatives.

Agent: Shall include the Engineer and other persons and companies retained by the Board to perform design and construction services in relation to the Work other than the

Contractor.

Board or Agency: Cachuma Operation & Maintenance Board.

Design Engineer: Persons and/or company retained by the Board to perform engineering design services.

Engineer: The Project Engineer for the Agency, which may be the COMB Resident Engineer, or a Consulting Engineer as designated by the Agency

COMB: Cachuma Operation & Maintenance Board.

Days: Calendar days.

Schedule of Values:

The submittal document referred to in Section 9, Paragraph 9-2 as modified herein of the Standard Specifications.

Standard Specifications, SSPWC, or "Greenbook": The "Standard Specifications for Public Works Construction," 2009 edition, as set forth in Section B1.01.

Reclamation: United States Bureau of Reclamation.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

Paragraph 2-1 Award and Execution of the Contract
Delete

Paragraph 2-3.2 Self Performance
Delete

Paragraph 2-3.3 Status of Subcontractors

Add: When the Engineer determines that subcontracted work is not being prosecuted in a satisfactory manner, the Contractor will be notified to take corrective action. The Engineer will report the facts to the Board. If the Board so

orders, and on receipt by the Contractor of written instructions from the Engineer, the subcontractor shall be removed immediately from the Work. That subcontractor will not again be employed on the Work.

Paragraph 2-5 Plans and Specifications

Subsection 2-5.1 of the SSPWC is replaced by the following subsection.

Paragraph 2-5.1 General

The Contractor will maintain the following at the Work site:

1. One as-built copy of the Plans and Specifications, in good order and marked to record current changes and selections made during construction.
2. The current accepted Contract Schedule.
3. Shop Drawings, Product Data, and Samples.
4. All other required submittals.

The Plans, Specifications, and other Contract Documents will govern the Work. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, will be as though shown or mentioned in both.

Payment for any items on the plans for which there is no specific cost item will be included in the various items of work or in any item to which it is appurtenant.

If the Contractor performs any work which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining written consent from the Engineer, the Contractor will be responsible for the resulting losses, including, without limitation, the costs of correcting defective work. All changes to the plans must be approved in writing by the Engineer.

Paragraph 2-5.2 Precedence of Contract Documents

Add: If any figured dimensions shown on the plans and in the specifications of the Contract do

not agree with scaled dimensions, the contractor shall request clarification from the Engineer. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, the Contractor will request clarification from the Engineer for such further explanations as may be necessary, and will conform thereto as part of the Contract so far as may be consistent with the terms thereof. Any items shown on drawings and not mentioned in the specifications will be of like effect as if shown or mentioned in both.

Paragraph 2-5.3.3 Shop Drawings

Add: In addition to the required shop drawings, the Contractor shall submit the following shop drawings and/or submittals in adequate detail, including a list of all deviations from the Contract Documents, to determine the specifications are being met for all including the following:

- Approved SWPPP,
- Approved Traffic Management Plan,
- Approved Erosion Control Plan,
- Unsuitable material disposal plan,
- Clearing and Grubbing materials disposal plan,
- Class 2 Base Course specifications and source,
- Grade control rock, rock slope protection, riffle rock, streambed sediment, streambed cobble, and streambed boulder specifications and source,
- Concrete mix design, aggregate details, and testing data,
- Rebar drawings and product sheets,
- Asphalt Concrete mix design and aggregate details,
- Grout mix design and manufacturer details,
- Temporary bridge shoring plan,
- Geotextile fabric manufacturer details,
- Anti-Graffiti Coating System,
- Weathering Steel Guardrail and components,
- Weathering Steel Bridgerail and components,
- Welder's certification documentation,

The above drawings, lists, prints, specifications, samples, and other data shall become a part of the Contract Documents, and a copy of the accepted shop drawing shall be kept with the job-

site Contract Documents, and the fabrications furnished shall be in conformance with the Contract Documents. The Engineer's review of the above drawings, lists, prints, specifications, samples, or other data shall in no way release the Contractor from his/her responsibility for the proper fulfillment of the requirements of this Contract or for fulfilling the purpose of the installation or from his/her liability to replace same, should it prove defective or not conform to other system elements whether supplied by the Contractor, the Agency or existing or fail to meet the specified requirements. The Contractor shall thoroughly review each shop drawing for compliance and compatibility, certify and sign each shop drawing to indicate that a thorough review was made by the Contractor prior to submission for Engineer's review. The Engineer's review is for general conformance to the Contract Documents and no check will be made to confirm dimensions, compatibility with other elements of the Work, or deviations from the Contract Documents which have not been specifically identified by the Contractor. Contractor is responsible for the installation of complete, functional improvements in accordance with the Contract Documents.

Paragraph 2-5.4 Accuracy of Plans and Specifications; Site Conditions; Soil Conditions

Although it is believed that much of the information pertaining to conditions that may affect the cost of the Work will be shown on the Plans or indicated in the Specifications, the Board does not warrant the completeness or accuracy of such information.

The Contractor will carefully study and compare each of the Contract Documents with the others and with information furnished by the Board and will promptly report in writing to the Engineer any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable law observed by the Contractor.

The Contractor will take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time will be promptly reported in writing to the Engineer.

Contractor acknowledges that it: (a) has inspected the site of the Work and the actual conditions existing at the site; and (b) made its own deductions and conclusions as to the nature of the materials to be excavated, the difficulties of making and maintaining the required excavations, the difficulties which may arise from subsurface conditions, and of doing any other work affected by the subsurface conditions and shall accept full responsibility therefor. The Board does not warrant the accuracy or sufficiency of any soil information provided to Contractor.

Contractor's execution of the Contract Agreement shall constitute an acknowledgement that it has relied and is relying upon its own examination of: (a) the site of the Work; (b) the access to the site; and (c) all other data, matters and things requisite to the fulfillment of the Work and on its own knowledge of existing services and utilities on and in the vicinity of the site of the Work to be contracted under the Contract Agreement, and not on any representation or warranty of the Board. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

Paragraph 2-6.1 Suggestions to Contractor

Add: Any plan or method of work suggested by the Board, Engineer, or agent of the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Board and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

SECTION 3 - CHANGES IN WORK

Paragraph 3-3 Extra Work

Subsection 3-3.2.2 (c), Tool and Equipment Rental is modified where the second and third paragraphs are replaced with:

"Regardless of ownership, the rates to be used in determining the equipment usage costs shall not exceed those listed for the same or similar equipment in the California State Department of Transportation publication of Labor Surcharge and Equipment Rates effective for the period of usage."

Subsection 3-3.2.3, Mark Up, is deleted in its entirety and replaced by the following subsection:

Paragraph 3-3.2.3 Mark Up

- (a) Work by Contractor. The following percentages will be added to the Contractor's costs and will constitute the markup for all overhead and profits.
 - 1) Labor 20
 - 2) Materials 15
 - 3) Equipment Rental 15
 - 4) Other Items and Expenditures 15

To the sum of the costs and markups provided for in this subsection, 1 percent will be added as compensation for bonding.

- (b) Work by Subcontractors. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) will be applied to the Subcontractor's actual cost of such work. A markup of 5 percent on the subcontracted portion of the extra work may be added by the Contractor.

Paragraph 3-3.3 Daily Reports by Contractor

Change the third sentence of subsection 3-3.3, Daily Reports by the Contractor, to read:

"Failure to submit the daily report by the close of the next working day shall waive the Contractor's right to payment for extra work for that day."

Add the following paragraph to subsection 3-3.3, Daily Reports by Contractor:

If disagreement continues regarding extra work, the Contractor may seek compensation in accordance with the Claims procedure set forth herein. Daily Reports required by this subsection shall be made part of the Claim as supporting data for the Claim.

Subsection 3-5 is deleted in its entirety and replaced by the following subsection.

Paragraph 3-5 Disputed Work

If the Contractor and the Board do not reach agreement on disputed work, the Board may direct the Contractor to proceed with the work. Any payment for the disputed work will be

determined pursuant to the claims procedures established herein. Although not to be construed as proceeding under extra work provisions, the Contractor will keep and furnish records of disputed work as required by the Contract Documents.

All construction claims of \$375,000 or less will be resolved pursuant to the requirements of Public Contract Code Section 20104 et. seq. Any disputed claim in excess of such amount shall be resolved through arbitration conducted in accordance with Code of Civil Procedure Section 1280 et. seq.

Paragraph 3-6 Legal Address and Service of Notice

Add:

A. Legal Address of the Board - The address of the Board shall be 3301 Laurel Canyon Road, Santa Barbara, CA 93105-2017 or such address as may be subsequently designated by the Board in written notice to the Contractor.

B. Legal Address of the Contractor - The address of the Contractor shall be such address as may be subsequently designated by the Contractor in written notice to the Board.

C. Service of Notice

i. The delivering of any notice, instruction claim, protest or other written communication personally to the Contractor or his/her representative on the project or to the Board or its representative at his/her office or legal place of business shall constitute service thereof upon the Contractor or the Board respectively.

ii. The depositing in a post-paid wrapper directed to the official address of the Contractor or the Board in any post office box regularly maintained by the U.S. Postal Service, of any notice, instruction, claim, protest or other written communication shall be deemed sufficient service thereof upon the Contractor or the Board, respectively and the date of such services shall be considered to be the day following the date of such mailing.

SECTION 4 - CONTROL OF MATERIALS

Paragraph 4-1.1.1 Retention of Defective Work

Add: If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Board shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions therefore in the payments due or to become due to the Contractor as the Board may deem just and reasonable.

Paragraph 4-1.1.2 Manufacturer or Equipment Recommendations or Instructions

Add: Where the manufacturer of any material or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals, or trade literature), such recommendations or instructions shall be complied with except for where the Contract Documents specifically require deviations. These documents shall be compiled and submitted to the Board along with all warranties, operations and maintenance manuals upon completion of the work.

Paragraph 4-1.6.1 Submittals for "Or Equal" Items

Add: Along with information supplied by the Contractor regarding equivalency of the bid item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified.

In circumstances where the Board determines there is not an acceptable equivalent for specific materials or vendor equipment, it shall obtain a quote from the supplier for materials delivered to the site and list such equipment in the bid-schedule with the unit price and extended total price completed. The Contractor shall verify this quote with the supplier prior to submitting their proposal. The material or equipment shall then be procured from the specified vendor at that price. Applicable installation, start-up and other work associated with this material or equipment shall be included in the appropriate bid item designated for this work, or if not designated

specifically, shall be distributed among other items of work.

SECTION 5 - UTILITIES

Paragraph 5-1.1 Mandatory Notification Prior to Excavation

Add: The Contractor's attention is directed to Section 4216 et. seq. of the Government Code of the State of California. These provisions include a requirement that at least two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) shall be notified by phone, toll free 1-800-422-4133, for the assignment of an Inquiry Identification Number.

No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number.

The Contractor will also be responsible for notifications in accordance with the requirements of any encroachment permits to utility companies, public agencies, Police, Fire schools and the public.

Paragraph 5-1.2 Accuracy of Utilities Information

Add: The locations of known existing major utilities, whether above ground or underground, are *not* indicated on the plans. Any information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the Board and the Engineer by the owners of such utilities, and the Board does not assume responsibility for the accuracy or completeness thereof. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

It shall be the Contractor's responsibility to determine the location and depth of all underground facilities including service connections which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid proposal. If an existing utility line which has been marked by Underground Service Alert or is shown on the plans is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

In the event that the Contractor damages any existing utility lines that are not shown, shown

incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer and to the Board. If directed by the Board, repairs shall be made by the Contractor under the provisions for changes and extra work contained in SECTION 3 - CHANGES IN WORK of the SSPWC Standard Specification.

Paragraph 5-2.1 Maintenance of Service

Add: The Contractor shall maintain service of water, sewer, power, gas, telephone and cable TV to all existing users. The Contractor shall install all piping, conduit, wire, pumps and other appurtenances as required for temporary service connections required to maintain service to existing users and shall include this cost in the proposal.

Paragraph C5-5 Delays

Delete the last two paragraphs of Paragraph C5-5 Delays of the SSPWC standard specifications.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

Paragraph 6-1.1.1 Notice to Proceed

Add: Within three (3) days following acceptance of Contractor's bonds and insurance certificates, written notice to proceed will be given by the Board to the Contractor. Notwithstanding any other provision of the contract, the Board shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the Board has knowledge of the furnishing of such work.

Paragraph 6-1.1.2 Schedule Content

Add: The Contract Schedule and any updated Contract Schedule shall meet the following requirements:

1. Schedules shall be suitable for monitoring progress of the Work.
2. Schedules shall clearly show when discussions by the Board or the Engineer that affect schedule need to be made.
3. Schedules shall be sufficiently detailed to demonstrate adequate planning for the Work.
4. Schedule shall represent a practical plan to complete the Work within the Contract Time.
5. Schedule shall show the critical path for completion of the Work.
6. Schedule shall show and contractor shall provide a five (5) working day written notice

- to COMB prior to needing COMB or Reclamation personnel for any activity which shall include sampling, and testing.
7. Schedule shall be provided on a single legible 11x17 sheet if feasible.

The Engineer's review of the form and general content of the Contract Schedule and any updated Contract Schedules is for the purpose of determining if the listed requirements are satisfied.

Paragraph 6-1.1.3 Project Schedule

Add: The Contractor shall submit a detailed schedule to the Engineer one week before the Preconstruction Conference. The Contractor shall make revisions as required by the Engineer. Upon acceptance by the Engineer the schedule will become the accepted Construction Schedule. An accepted schedule is required before work may proceed. The schedule shall show the Work spread over the entire contract time available for construction. Schedules showing the project completed in less than the contract time will not be accepted.

The Contractor shall update the Construction Schedule when directed by the Engineer, or when:

- a. A change order significantly affects the contract completion date or the sequence of construction approach or activities.
- b. The actual sequence of the work, or the planned sequence of the work is changed and does not conform to the Contractor's current accepted project Construction Schedule.
- c. The Contractor falls more than ten (10) percentage points behind the schedule based on a comparison of the scheduled value of work to be completed and the sum of the earned progress payments.

The Contractor shall revise and update the Construction Schedule within the progress payment period in which the change in the schedule takes place and shall submit to the Engineer four (4) printed copies of the revised Construction Schedule with his/her monthly progress payment request for that period. Preparation and updating of Construction Schedule shall be performed at Contractor's sole expense.

Failure by the Contractor to submit updated or revised Construction Schedules when required

may prevent acceptance of progress payment requests by the Engineer until such updated or revised Construction Schedules have been submitted for review and have been accepted by the Engineer.

Paragraph 6-2 Prosecution of Work

Replace the last sentence of the first paragraph, to read as follows: "Should Contractor fail to take the necessary steps to fully accomplish these purposes, after order of the Engineer to do so, the Board may suspend the work in whole or in part, until the Contractor takes such steps at no cost to the Board."

Paragraph 6-6.1.1 Schedule Delay

Add: If the Contractor has fallen behind the accepted Construction Schedule by more than fifteen (15) percentage points based on earned progress payments, the Contractor shall take steps, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of work, and/or amount of construction equipment until such time as the Work is back on schedule. The contractor shall also submit for review no later than the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the rate of progress will be regained. All costs required to bring the Project back on schedule shall be borne by the Contractor without additional cost to the Board.

If the Contractor falls behind the accepted construction schedule, as modified by such time extensions as may have been granted by the Board for unavoidable delays, by more than thirty-five (35) percentage points based on earned progress payments, the Contractor shall be deemed in material breach of Contract and the Work turned over to the performance bond Surety for completion within the scheduled time. See Section 6-5 of the SSPWC.

Paragraph 6-6.1.2 Notice of Delays

Add: Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be

considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable.

The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

Paragraph 6-6.1.3 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time here specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements and reviews; 3) Reasonable interference of other contractors employed by the Board and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

Paragraphs 6-6.2, 6-6.3 and 6-6.4

Replace with the Following:

Paragraph 6-6.2 Extensions of Time

If granted, extensions of time will be based upon the effect of delays to the critical path of the Work as determined by the current accepted Contract Schedule. Delays to minor portions of the Work that do not affect the critical path will not be eligible for extensions of time.

Paragraph 6-6.3 Payment for Delays to Contractor

Any payment for compensable delay will be

based upon actual costs as set forth in Subsection 5-5 excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss, using different formulas including, without limitation, the Eichleay Formula.

Paragraph 6-6.4 Written Notice and Report

If the Contractor desires payment for a delay or an extension of time, it shall give the Engineer written notice of such request not later than five (5) working days after the event or occurrence giving rise to a delay claim. Failure to submit a written request within such amount of time will result in the Contractor waiving its delay claim.

In no event will the Board grant the Contractor an extension of time if the delay is within the Contract Time as identified by the Contract Documents.

Paragraph 6-7.1.1 Punch List Completion

Add: The Contractor shall complete all punch list items within 14 days of the final job walk. If the Contractor fails to complete the punch list work within this period, the Board may hire another Contractor to complete the work and deduct the costs of such work from future payments.

Paragraph 6-7.1.2 Contract Period

Add: The Contractor shall prosecute the work so that all portions of the project shall be completed by the following dates: November 1, 2012 for all instream work, November 15, 2012 for substantial completion, and December 1, 2012 for final completion.

Paragraph 6-7.4 Working Hours

Add: Work on other than "working days" as defined in Paragraph 6-7.2 or work between the hours of 5 P.M. and 7 A.M. of the following day is not permitted unless specifically required by the Contract Documents or unless the Contractor receives prior written approval from the Engineer. When in the vicinity of residential properties no significant noise producing activity, as determined by the Engineer, is allowed outside of these designated working hours.

Paragraph 6-8 Completion and Acceptance

Add: After the first paragraph:

All punch list items shall be completed during the contract period. Failure to do so will not be considered an occasion of unavoidable delay. The effective date of acceptance of the work for purposes of determining commencement of the Guarantee Period shall be date of issuance of the Notice of Completion which will occur within 10 working days of completion of all punch list items.

Paragraph 6-8.1 Final Job Walkthrough Meeting

Add: The Contractor shall attend the Final Job Walkthrough Meeting to be held prior to final payment at a time designated by the Engineer.

The Contractor shall provide the following at the final job walkthrough meeting:

1. Contract Documents
2. All tools and labor to inspect the Contractors work

Full compensation for schedules and meetings shall be considered incidental to the project and no separate payment shall be made. All costs related to schedules and meetings shall be included in the various other applicable items of work.

Paragraph 6-9: Delete and insert the following:

Paragraph 6-9.1 Liquidated Damages

Consistent with Article 2 of the Contract Agreement, for each and every day that any portion of the work remains unfinished after the time fixed for final completion in the Contract Documents (December 1, 2012) as modified by any extension of time granted, damage will be sustained by the Board. It is determined in advance and agreed to by the parties hereto that the Contractor will pay the Board the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the Board will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he/she has ascertained and agrees that the Board will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date, and that these damages are

levied in compliance with Government Code Section 53069.85.

Unless otherwise provided in the Contract Documents, the Contractor shall have no claim or right of action against the Board for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the contract within the time limited therefore occasioned by any cause or event within or without the Contractor's control, and whether or not such delay may have resulted from anything done or not done by the Board under the contract.

Damages for avoidable delays shall be in the amount of **\$750.00** for each consecutive calendar day in excess of the time specified for final completion of the work.

Paragraph 6-11 Guarantee

Add: The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for a period of one (1) year from the date of acceptance of the Work. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Board, promptly make all replacements or repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. Such Work shall be completed in a manner satisfactory to Board and within the time set forth in the Notice. The Board is hereby authorized to make such replacements or repairs and the Contractor and its performance bond Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs or has failed to complete the Work in a manner satisfactory to the Board; provided, however, that, in the case of an emergency where, in the opinion of the Board, delay could cause serious loss or damage, replacements or repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Board in accordance with Paragraph 6-8 but not for the purpose of extinguishing any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not in fact been performed or fulfilled at the

time of such acceptance, all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The effective date of acceptance of the Work and commencement of the Guaranty Period shall be the date of issue of the Notice of Completion.

SECTION 7 - RESPONSIBILITY OF THE CONTRACTOR

Paragraph 7-2.2.1 Overtime and Shift Work

Add: Overtime and shift work may be established as a regular procedure by the Contractor only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 5:00 p.m. and 8:00 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 8:00 a.m.. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the Agency from payments due the Contractor.

Paragraph 7-3 Liability Insurance

Delete and replace with Insurance Requirements for Contractors, which forms part of the Contract Documents.

Paragraph 7-4 Workers' Compensation Insurance

Add to the last paragraph:

The Contractor and all subcontractors shall cover or insure all of their employees working on or about the construction site regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Coverage value shall be: \$1,000,000

Workers' Compensation Insurance and Employer's Liability

Paragraph 7-6 The Contractor's Representative

Add the following language:

The Contractor's representative shall be designated at the pre-construction conference and cannot be changed thereafter without the consent of the Engineer.

The Contractor's Representative shall be the Construction Manager, designated by Contractor, as set forth in Article 1 of the Contract Agreement, unless otherwise designated by Contractor and approved by the Board.

Paragraph 7-6.1 Pre-Construction Conference

Add: A pre-construction conference will be held at a time and place to be designated by the Engineer. The Contractor's project manager and Representative and representatives of significant sub-contractors for this project shall attend. The Engineer will advise the Contractor as to which sub-contractors are deemed significant. Note that the project schedule shall be submitted seven (7) calendar days prior to the Pre-Construction Conference.

Paragraph 7-6.1 Weekly Meetings

Add: Engineer will hold weekly progress meetings. The Contractor's Representative and project representatives from the active subcontractors shall attend these meetings. The contractor shall be prepared to address any outstanding issues from previous meetings and provide a list of activities from the previous week and a forecast of tasks to be accomplished in the following two weeks. The Engineer will prepare agendas and minutes for these meetings.

Paragraph 7-8.1.1 Work Area Appearance

Add: The Contractor shall maintain a neat appearance to the Work.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location and be disposed of in a proper and legal manner.

Paragraph 7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Water pollution control work shall conform to the provisions in Section 7-8.6, "Water Pollution Control," of the Standard Specifications and these special provisions. This project lies within

the boundaries of the Central Coast Regional Water Quality Control Board (RWQCB). The Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP), file a Notice of Intent (NOI), and pay permit fees as required under the Construction Activities General Permit (General Permit).

The Contractor shall implement, monitor and maintain storm water pollution prevention measures in accordance with requirements of the Regional Water Quality Control Board General Permit and the approved SWPPP.

The SWPPP shall be prepared in conformance with the requirements of the Regional Water Quality Control Board, the General Permit, and in conformance with Caltrans "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual," and Caltrans "Construction Site Best Management Practices (BMPs) Manual," including addenda to those permits.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Board as a result of the Contractor's failure to comply with the provisions in this section, including, but not limited to, compliance with the applicable provisions of the Permit, the Manuals, and Federal, State and local regulations and requirements as set forth therein. Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Board or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Permit, the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Upon the Engineer's approval of the SWPPP, the SWPPP shall be considered to fulfill requirements for development and submittal of a SWPPP. No work, having potential to cause water pollution, shall be performed until the SWPPP has been approved by the Engineer. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permit, the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The Contractor shall designate a Water Pollution Control Manager qualified and authorized by the State and Regional Water Quality Control Board in the preparation and implementation of SWPPPs. The Water Pollution Control Manager shall be responsible for the preparation of the SWPPP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The Contractor may designate different Water Pollution Control Managers to prepare the SWPPP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the SWPPP or its implementation. The Contractor shall submit to the Engineer a statement of qualifications, describing the training, previous work history and expertise of the individual selected by the Contractor to serve as Water Pollution Control Manager. The Water Pollution Control Manager shall have a minimum of 24 hours of formal storm water management training or certification as a Certified Professional in Erosion and Sediment Control (CPESC). The Engineer will reject the Contractor's submission of a Water Pollution Control Manager if the submitted qualifications are deemed to be inadequate.

The SWPPP shall incorporate water pollution control practices in the following categories:

- A. Soil stabilization.
- B. Sediment control.
- C. Wind erosion control.
- D. Tracking control.
- E. Non-storm water management.
- F. Waste management and materials pollution control.

Construction Erosion Control Measures

Unless otherwise specified, upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency shall be

corrected immediately unless requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to conform to the provisions of this section, the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Caltrans Construction Site BMPs Manual and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices. Erosion control features identified on the project plans minimally address erosion control and are not necessarily adequate to address water pollution prevention requirements.

Contractor shall maintain construction erosion control program until post construction erosion control measures are placed and seeded areas become adequately established to prevent erosion.

Year-Round Implementation Requirements

The Contractor shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, and waste management and materials pollution control. Contractor shall have materials available on-site and adequate labor resources to implement sediment control measures should rain be predicted.

The National Weather Service weather forecast shall be monitored and used by the Contractor on a daily basis. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Non-active areas shall be protected as prescribed in the Caltrans Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

In order to provide effective erosion control, the Contractor may be directed by the Engineer to

apply permanent erosion control in small or multiple units.

Rainy Season Implementation Requirements

Soil stabilization and sediment control practices shall be provided throughout the rainy season, defined as between October 15 and April 15. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices.

Soil stabilization and sediment control materials shall be maintained on site in sufficient quantities to allow protection of disturbed soil areas. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to deploy the water pollution control practices required to protect disturbed soil areas prior to the onset of precipitation.

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the SWPPP. The construction site shall be inspected by the Contractor as follows:

- A. Prior to a forecast storm.
- B. After a precipitation event which causes site runoff.
- C. At 24 hour intervals during extended precipitation events.
- D. Routinely, a minimum of every 5 work days.

The Contractor shall use the Storm Water Quality Construction Site Inspection Checklist or an alternative inspection checklist provided by the Engineer. One copy of each site inspection record shall be submitted to the Engineer within 24 hours of completing the inspection.

Analytical Requirements

In compliance with the General Permit or approved SWPPP prepared by the Contractor, there may be a requirement of the Contractor to implement specific sampling and analytical procedures to determine whether BMPs implemented on the construction site are:

- A. Preventing pollutants that are known or should be known by permittees to occur on construction sites that are not visually detectable in storm water discharges, to

cause or contribute to an exceedance of water quality objectives, and

- B. Preventing further impairment by sediment in storm waters discharged into water bodies listed as impaired due to sediment, siltation or turbidity.

Paragraph 7-12 Advertising

Delete.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

Delete. No facilities are required for Board personnel.

SECTION 9 - MEASUREMENT AND PAYMENT

Paragraph 9-2 Lump Sum Work

Delete and replace with the following:

Items for which quantities are indicated as "Lump Sum," in the Bid Schedule will be paid for at the price indicated in the Cost Schedule. Such payment will be full compensation for all costs for labor, equipment, materials and plant necessary to furnish, construct and install the lump sum item of work, complete, in place, and for all necessary appurtenant work, including, but not limited to, all necessary cutting, patching, repair and modification of existing facilities, and cleanup of site.

Contractor shall furnish three copies of a detailed Schedule of Values which breaks down the lump sum work into its component parts and cost for each part, in a form and sufficiently detailed as to satisfy Engineer that it correctly represents a reasonable apportionment of the lump sum. This schedule is subject to approval by Engineer as to both the components into which the lump sum item is broken down, and the proportion of cost attributable to each component.

This schedule will be the basis for progress payments for the lump sum work and shall be submitted to the Engineer for review and revisions sufficiently in advance to allow acceptance by the Engineer prior to submittal of the first progress payment request.

Paragraph 9-3.1.1 General Description of the Work

Add: Payment for Work conforming to the Standard Specifications and all the General and

Special Provisions Modifications as stated in these specifications shall be considered to be included in the Contract unit prices or lump sum price for the items of Work bid and shall include all costs for labor, materials, and equipment required for the execution of the Work unless otherwise set forth.

Paragraph 9-3.2 Partial and Final Payment

Add: Contractor shall furnish monthly progress payment requests to the Board.

The Board will retain five percent (5%) of any progress payment as retention for the protection and payment of any person or persons, mechanics, subcontractor, or material men who shall perform any labor upon the Contract or work thereunder, and all persons who shall supply such person or persons or subcontractors with components and supplies for carrying on such work. Retention can also be used for correction of defective work if Contractor refuses to perform corrective work after being so directed by Board.

Withholding and disbursement of retention proceeds shall be done in accordance with Public Contract Code Sections 7107 and 7201.

Contractor's attention is drawn to Public Contract Code Section 7200, relating to retention proceeds and the furnishing of bonds by and for subcontractors.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages specified in Paragraph 6-9.

A final balancing Change Order will be issued prior to submission of final pay request to incorporate all quantity variances from bid quantities into the final contract amount.

In accordance with Section 22300 of the California Public Contract Code, the Contractor will have the option of posting securities of equal or greater value in lieu of a cash retention.

Paragraph 9-3.2.2 Withholding Progress Payment

Add: Progress payment paid by the Board as contemplated herein, will be contingent upon the Contractor submitting, in addition to any other required documents, an updated Contract Schedule when required and in the form prescribed by Paragraph 6-1.2. Failure of the Contractor to submit an acceptable updated Contract Schedule will result in the Board withholding partial payment, without liability to the Board, until such an acceptable updated Contract Schedule is submitted. Nothing herein will allow the Contractor to suspend or slow progress of the work.

END OF SECTION

SECTION C - SPECIAL PROVISIONS – TECHNICAL
PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD – FISH PASSAGE
IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

C-1 Bid Item Descriptions and Payment

The proposed improvements are shown on the Plans, and described in these Specifications. The Contractor is also directed to notes on the Plans which specify methods and materials. The plans represent existing conditions recorded at the beginning of the survey and design process, and changes may have occurred since the initial survey was performed. The Contractor shall inspect and completely familiarize itself with current conditions on the site and base the bid for each item described below on current conditions.

Cost Schedule Item Descriptions and Payment:

Item 1 – General Conditions and Mobilization.

This item consists of all planning, coordination, meetings, submittals, approvals, labor, materials, and equipment required to mobilize the Contractor's crew, prepare for onsite construction activities, and establish staging areas as described in the bid items below. As part of this item, Contractor shall perform work activities in conformance with all General Requirements and Special Provisions as outlined in the approved Road Encroachment Permit Issued by Santa Barbara including but not limited to the following: notice of USA Alert, preparation and approval of SWPPP, preparation and approval of a Erosion Control Plan, preparation and approval of a Traffic Management Plan, Additional staging areas shall be coordinated through COMB and adjacent private landowners at the expense of the Contractor.

Measurement & Payment

General Conditions and Mobilization will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "General Conditions and Mobilization" as specified in the Contract Plans (Conformed for Construction Plans – Section D) and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all

the work shall be performed with good practices and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

Item 2 – Demolition, Clearing, Grubbing, and Disposal

This item consists of all labor, equipment, materials, haulage fees, and disposal fees associated with the removal of the existing concrete low flow crossing in conformance with the specifications the Specifications and as indicated on Sheet 4 of the Contract Plans. This item includes all clearing and grubbing of vegetation required for project construction. All waste material shall be disposed of at an approved of-site disposal site meeting all State, Federal, and local requirements. Disposal of wood salvaged from clearing and grubbing activities shall be coordinated with COMB and adjacent private landowners.

Measurement & Payment

Demolition, Clearing, Grubbing, and Disposal and Mobilization will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Demolition, Clearing, Grubbing, and Disposal" as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with Contract Plans and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

Item 3 – Install, Operate, and Monitor Dewatering Systems

This item consists of all planning, coordination, meetings, submittals, approvals,

labor, materials, and equipment required to dewater the construction area in conformance with all State and Federal environmental requirements, permits and plans provided in this packet. Contractor shall be responsible for all installations, operation, monitoring, maintenance, and removal of dewatering systems as required for the duration of the project.

Measurement & Payment

Install, Operate, and Monitor Dewatering Systems will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Install, Operate, and Monitor Dewatering Systems," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with the Contract Plans and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

Item 4 – Erosion Control and Revegetation

Under this item, Contractor shall furnish all planning, design, labor, materials, equipment, and activities in conformance with approved the SWPPP and permitting documentation provided in the Contract Specifications. Contractor shall hydroseed all disturbed surfaces above the active channel with an approved erosion control seed mix in conformance with Civil Specification J.2) in the Construction Plans. Contractor shall also coordinate revegetation of native shrubs and trees with COMB. The native plants and their installation will be performed by others and will not be part of this contract.

Measurement & Payment

Erosion Control and Revegetation will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in

"Erosion Control and Revegetation," as specified in the SWPPP, the corresponding environmental permits, and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

Item 5 – Site Excavation, Stockpiling, and Material Preparation of Native Materials

This item includes all labor and equipment necessary to perform "Site Excavation, Stockpiling, and Material Preparation of Native Materials." Contractor shall excavate and prepare native material as required to construct all project elements inclusive of the CIP footings described on Sheets 9, 10, and 11 of the Contract Plans. Contractor may encounter local bedrock and shall accommodate excavation through such material as required. Contractor shall excavate to the bottom elevation of proposed footings and coordinate with COMB's geotechnical engineer. Presence of bedrock does not exclude over-excavation as shown on Detail 1, Sheet 12 of the Contract Plans. Contractor shall over excavate if necessary to provide sufficient footing bedding as directed by COMB's geotechnical engineer. Contractor shall be paid for over-excavation in Item 6 - Over-Excavation, Footing Preparation, and Forming. Contractor shall prepare and stockpile all native materials for use in additional construction elements. Upon completion of the road embankment and instream work, Contractor shall dispose of unused and unsuitable material at an off-site facility at the Contractors expense.

Measurement & Payment

Site Excavation, Stockpiling, and Material Preparation of Native Materials will be measured and paid for at the contract Unit Price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Site Excavation, Stockpiling, and Material Preparation of Native Materials," as specified in the Contract

Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed COMB shall be considered as included in the Unit Price paid and no additional compensation will be allowed therefore.

Item 6 – Over-Excavation, Footing Preparation, and Forming

This item consists of all labor, equipment, and materials for "Over-Excavation and Additional Footing Preparation," as described on Sheet 12 of the Contract Plans. Contractor shall assume that geotextile fabric and foundation rock will be placed as shown on Detail 1, Sheet 12 to a depth of 2 feet under the bottom of footings unless otherwise directed by COMB. Given that these conditions may not be suitable for use of earth forms, Contractor shall include labor, materials, and construction of cast-in-place concrete formworks into this line item. If Over-Excavation is not required, the Contractor shall credit this item back to COMB.

Measurement & Payment

Footing Preparation will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Footing Preparation", as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

Item 7 – Construct Cast-In-Place Footings

This item includes all labor, materials, equipment, and surveying required to orient and construct cast-in-place footings per Sheets 9, 10, and 11 of the Contract Plans. The Contractor shall furnish all concrete,

forms, reinforcing steel, bracing, and appurtenances as required. Contractor shall provide a concrete design submittal to COMB for approval prior to placing concrete.

Measurement & Payment

Construct Cast-In-Place Footings will be measured and paid for at the contract Unit Price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Construct Cast-In-Place Footings", as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Unit Price paid and no additional compensation will be allowed therefore.

Item 8 – Install 60-Foot Span Prefabricated Arch Bridge System

This item consists of planning, coordination, and installation of a 60-foot prefabricated arch bridge system and wingwalls in conformance with manufacture shop drawings and installation guidelines to the lines and grades provided the Contract Plans. Contractor will be responsible for coordinating delivery and furnishing all labor, equipment, and materials required for installation. The bridge system is a pre-purchased item by COMB and therefore the price for fabrication and delivery of the bridge system is not part of this contract.

Measurement & Payment

Install 60-Foot Span Prefabricated Arch Bridge System will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Install 60-Foot Span Prefabricated Bridge Arch System," as specified in the Contract Documents and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and

disposing of materials in accordance with manufacturer guidelines and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

Item 9 – Road-Embankment Fill, Compaction, and Grading

This item consists of the labor, materials, and equipment required to backfill the prefabricated bridge system per manufacture requirements and construct bridge approach embankments to the lines and grades as indicated in the Contract Plans and Specifications. Contractor shall re-use suitable native backfill materials originating from on-site cut and fill operations which meet Specification requirements. The remainder of the required fill quantity may be imported at the Contractor's expense.

Measurement & Payment

Road-Embankment Fill, Compaction, and Grading will be measured and paid for at the contract Unit Price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Road-Embankment Fill, Compaction, and Grading", as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Unit Price paid and no additional compensation will be allowed therefore.

Item 10 – Road Base Import, Preparation, and Grading

This item consists of the labor, equipment, and materials to install the finished road base course to the lines and grades shown in the Contract Plans. Materials Specifications shall be submitted to COMB for approval prior to importing.

Measurement & Payment

Road Base Import, Preparation, and Grading

will be measured and paid for at the contract Unit Price by ton. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Road Base Import, Preparation, and Grading," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Unit Price paid and no additional compensation will be allowed therefore.

Item 11 – Install Asphaltic Concrete Pavement

This item includes all labor, materials, and equipment required for the installation of an 18-foot wide hot mixed asphalt travel lane finished to the lines and grades shown in the Contract Plans and Specifications.

Measurement & Payment

Install Asphaltic Concrete Pavement will be measured and paid for at the contract Unit Price by ton. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Install Asphaltic Concrete Pavement", as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Unit Price paid and no additional compensation will be allowed therefore.

Item 12 – Install Guardrail and Bridge Rail System

This item includes all labor, materials, and equipment required to install the guardrail and bridge rail traffic systems per the Contract Plans and Specifications. Installation includes standard metal-beam guard rail and modified FHWA California Type 115 bridge rail with single bike rail at 54-inches. All metal beam guardrail components shall be composed of

galvanized metal with an oxidation accelerant as specified in the specifications. All metal bridge rail structural components shall be weathering steel in conformance with the specifications. All nuts, bolts, and washers shall be galvanized. Bolt heads shall be painted with like color when visible from the travel way.

Measurement & Payment

Install Guardrail and Bridge Rail System will be measured and paid for at the contract Unit Price by linear foot. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Install Guardrail and Bridge Rail System," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Unit Price paid and no additional compensation will be allowed therefore.

Item 13 – Apply Bridge Coating System (Anti-Graffiti)

This item includes all labor, materials, and equipment required to apply anti-graffiti finish coating as described in the Contract Specifications.

Measurement & Payment

Apply Bridge Coating System will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Apply Bridge Coating System," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed

therefore.

Item 14 – Construct Two Rock Weirs

This bid item includes all labor, materials, and equipment required to install two rock weirs as indicated in the Contract documents and as directed by the Engineer. This item includes incidental work associated with rock weir installation such as: providing material submittal for approval; sorting and staging grade control rock as required by the Engineer; excavating the streambed as required to accept rock structure as indicated in the Contract Plans; placement of grade control rock under the direction of the Engineer; compacting material by hand and approved equipment methods; repositioning rock as required to meet the intent of the design; plugging of interstitial space with mixture of native streambed material; and instream grading to provide smooth transition between rock weir and adjacent streambed grades. As indicated in the design plans and available geotechnical data, the Contractor should anticipate the occurrence of local bedrock and shall accommodate excavation through such material as required.

Measurement & Payment

"Construct Two Rock Weirs" will be measured and paid for at the contract Unit Price by linear foot. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Construct Two Rock Weirs", as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by the Engineer shall be considered as included in the Unit Price paid and no additional compensation will be allowed therefore.

Item 15 – Install Engineered Streambed Material (ESM)

This bid item includes all labor, materials, and equipment required to install ESM as indicated in the Contract documents and as directed by the Engineer. This item includes

incidental work associated with ESM installation such as: sorting, mixing, and staging native streambed material originating from on-site excavation or imported as required; providing material submittals if additional imported material is required; excavating the streambed as required to accept the ESM as indicated in the Contract Plans; placing large boulders as directed by the Engineer.; compacting material by hydrowashing and mechanical methods; repositioning rock as required to meet the intent of the design; plugging of interstitial space with mixture of coarse streambed cobbles, streambed sediment, and native streambed material; and instream grading to provide smooth transition between the two rock weirs and adjacent streambed grades.

Measurement & Payment

"Install Engineered Streambed Material" will be measured and paid for at the contract Unit Price by cubic yard. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Install Engineered Stream Material," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by the Engineer shall be considered as included in the Unit Price paid and no additional compensation will be allowed therefore.

Item 16 – Rock Slope Protection

This item includes all labor, materials, and equipment required to install rock slope protection as indicated in the Contract Plans and Specifications on Sheet 2 of the Plans. All incidental work associated with installation should be accounted for such as slope grading and preparation; excavation; and transition to existing grade.

Measurement & Payment

Rock Slope Protection will be measured and paid for at the contract Unit Price by cubic yard. Full compensation for conforming to the provisions in this item, including furnishing all

labor, materials, tools, equipment and incidentals involved in "Rock Slope Protection," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, and construction in accordance with good practices and as directed by the Engineer shall be considered as included in the Unit Price paid and no additional compensation will be allowed therefore.

Item 17 – Perform Finished In-stream Grading and Contouring

This item includes the labor and equipment required to re-grade the streambed to the lines and grades shown in the Contract Plans under direction of the Engineer. Contractor shall prepare and stockpile all native materials for use in additional construction elements. Upon completion of the road embankment and instream work, Contractor shall dispose of unused and unsuitable material at an off-site facility at the Contractors expense.

Measurement & Payment

Perform Finished In-stream Grading will be measured and paid for at the contract Unit Price by square foot of area. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Perform Finished In-stream Grading," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by the Engineer shall be considered as included in the Unit Price paid and no additional compensation will be allowed therefore.

Item 18 – Cattle Exclusion Fencing

This item includes all labor, materials, and equipment required to install cattle exclusion fencing beneath the bridge system as shown on Sheet 12 of the Contract Plans. Contractor is required to attend a pre-installation meeting with property owner and fisheries agencies.

This meeting will be coordinated by COMB. Optional materials may include PCV or wood components as directed by COMB.

Measurement & Payment

Cattle Exclusion Fencing will be measured and paid for at the contract Lump Sum. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Cattle Exclusion Fencing," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by Agents of COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

Item 19 – Replace Existing Fence (1 gate)

This item includes the labor, materials, and equipment required to replace all disturbed livestock fencing in like condition. Connection to the proposed structure shall be coordinated with Engineer prior to installation. All fencing alignments shall be approved by landowner and COMB prior to completion.

Measurement & Payment

Replace Existing Fence will be measured and paid for at the contract Unit Price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Replace Existing Fence," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by Agents of COMB shall be considered as included in the Unit Price paid and no additional compensation will be allowed therefore.

Item 20 – Site Clean-Up and Demobilization

FISH PASSAGE IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

This item includes removal of all construction debris, restoration of staging areas and finished surfaces, haulage of tools and equipment off site, completion of final punch lists, and complete demobilization from the project site. Contractor shall also complete items denoted in the Contract Plans under Civil Specification J.1) Site Restoration.

Measurement & Payment

Site Clean-Up and Demobilization will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Site Clean-Up and Demolition," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

Item 21 – Install AC Dike Type F

This item includes all labor, materials, and equipment required to install AC Dike Type F in accordance with County and Caltrans standards as shown in Typical Section A on Sheet 8. The total length and final layout of the AC Dike shall be reviewed by County field personnel prior to installation. Contractor shall install openings in Dike as required to facilitate road drainage as directed by COMB and Engineer.

Measurement & Payment

Install AC Dike Type F will be measured and paid for at the contract Unit Price by linear foot. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Install AC Dike Type F," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in

COMB

accordance with good practices and as directed by the Engineer shall be considered as included in the Unit Price paid and no additional compensation will be allowed therefore

Item 22 – Install Keystone Retaining Wall

Install Keystone Retaining Wall includes all labor, materials, equipment, and incidental work required to install a Keystone Retaining Wall as indicated on Profile 4 and Detail 4 on Sheet 9. Incidental work includes excavation of native stream bank material; preparation and compaction of a leveling course; integration of reinforcement grids; installation of wall drain; compaction of structural fill per manufacturer requirements; integration into proposed rock slope protection; and coordination of final design by manufacturer. Final material types, shop drawings, and manufacturer recommendations shall be submitted to COMB for review and approval prior to purchase and installation.

Measurement & Payment

Install Keystone Retaining Wall will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Install Keystone Retaining Wall," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

Item 23 – Salvage Existing Guardrail

This item includes the disassembly, salvage, and stockpiling of portions of the existing metal beam guardrail and end treatments as required for installation of the proposed design components. As required by Caltrans, the wood blocks and mounting hardware shall not be salvaged. Contractor shall dispose of unusable parts at the Contractor's expense.

Measurement & Payment

Salvage Existing Guardrail will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Salvage Existing Guardrail," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

Item 24 Install Livestock Gates and Fencing Braces

This item includes all labor, materials, and equipment required to remove and replace existing livestock gates and extra fencing braces not already included into the Item 19 Replace Existing Fence. All fencing alignments and components shall be approved by landowner and COMB prior to completion.

Measurement & Payment

Install Livestock Gates and Fencing will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Install Livestock Gates and Fencing Braces," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

Item 25 – Install County Required Delineators, Signs, and Fall Protection

This line item includes coordination with County field inspectors and installation of all approved delineators, object markers, and road signs as described in keynotes 5, 6, and 8 on Sheet 13 of the Contract drawings. This line item also includes installation of all fall protection measures near bridge system wing-walls in conformance with County requirements.

Measurement & Payment

Install County Required Delineators, Signs, and Fall Protection will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Install County Required Delineators, Signs, and Fall Protection," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

Item 26 – Protection of Existing Facilities

This line item includes coordination with ConTech Construction Products Incorporated drivers and installation of measures to protect stormwater facilities and private property existing within the road right-of-way during delivery of the prefabricated concrete arch bridge system. Protection elements shall be approved by COMB prior to installation.

Measurement & Payment

Protection of Existing Facilities will be measured and paid for at the contract Lump Sum price. Full compensation for conforming to the provisions in this item, including furnishing all labor, materials, tools, equipment and incidentals involved in "Protection of Existing Facilities," as specified in the Contract Plans and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation, construction, removals, and disposing of materials in accordance with good practices and as directed by COMB shall be considered as included in the Lump Sum paid and no additional compensation will be allowed therefore.

SECTION D - DESIGN DRAWINGS
PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD - FISH PASSAGE
IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

Drawings By: HDR Engineering

DATED: MAY 2012

ADDENDUM #1 DATED 7-11-12

WJ 8/2/12

SECTION E – PROJECT PERMITS and PLANS
PROJECT: CACHUMA OPERATION & MAINTENANCE BOARD – FISH PASSAGE
IMPROVEMENT ON CROSSING 7, QUIOTA CREEK

No Permits or Plans ATTACHED

WJ 8/2/12

PURCHASE ORDER

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 **Purchase Order-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: CONTECH Engineered Solutions, LLC
1354 Trouville Avenue
Grover Beach CA 93433
PH (858) 349-6266
Email: DZavala@conteches.com

Date: August 1, 2012
P.O. #: 12-13-02

The undersigned Supplier offers to provide the prefabricated bottomless-arched culvert for the Quiota Creek Crossing No.7 project per the attached Quotation, Condition of Sales and Addendum and according to the delivery terms as stated below.

Contract price: \$150,167.16 (Price includes fabrication, material, freight costs plus sales tax)

Delivery and Oversight Installation date: The week of October 10, 2012 (Deadline October 17, 2012)

Instructions: Please sign and return both originals along with the proper insurance documentation as outlined in this agreement. Upon acceptance by the Cachuma Operation and Maintenance Board, a copy will be signed and promptly returned to you. Insert below the names of your authorized on-site representatives.

Accepted: Cachuma Operation & Maintenance Board

Consultant:

Contech Engineered Solutions, LLC.
(Business Name)

By: _____
Title: General Manager

By: _____

Title: _____

Other authorized representatives:

On-site representatives:

Dave Baum, Tim Robinson

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COMB PURCHASE ORDER

AGREEMENT

Workers' Compensation Insurance - By his/her signature hereunder, Supplier 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.

Indemnification - Supplier agrees, to the fullest extent permitted by law, to indemnify and hold COMB, its directors, officers, employees, or authorized volunteers harmless from any direct damage (not including liquidated, punitive, incidental or consequential), liability, or cost (including attorney's fees and costs of defense) to the extent caused by Supplier's negligent acts, errors or omissions in the performance of services under this agreement including sub-suppliers or others for whom Supplier is legally liable.

COMB agrees, to the fullest extent permitted by law, to indemnify and hold Supplier, its directors, officers, employees, or authorized volunteers harmless from any direct damage (not including liquidated, punitive, incidental or consequential), liability, or cost (including attorney's fees and costs of defense) to the extent caused by COMB's negligent acts, errors, or omissions arising from work that is subject to this agreement provided, however, that this indemnity shall not apply to any acts, errors, or omissions attributable to Supplier or its sub-suppliers, or others for whom Supplier is legally liable.

Neither party's obligation to indemnify shall be restricted to any insurance proceeds.

GENERAL CONDITIONS

Laws, Regulations and Permits - The Supplier shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work, including transportation and delivery of the equipment. The Supplier shall be liable for all violations of the law in connection with work furnished by the Supplier. If the Supplier 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 the Supplier performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the COMB engineer, the Supplier shall bear all costs arising therefrom.

Safety - The Supplier shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Supplier shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Supplier shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment;

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adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Commercial General Liability and Automobile Liability Insurance - The Supplier at its cost shall provide and maintain at all times during the performance of this agreement, the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto)

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

1. 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.
2. Automobile Liability – Five Hundred thousand dollars (\$500,000) 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 directors, officers, employees or authorized volunteers 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 the Supplier; products and completed operations of the Supplier; premises owned, occupied or used by the Supplier; and automobiles owned, leased, hired or borrowed by the Supplier. The coverage shall contain no special limitations on the scope of protection afforded to COMB, its directors, officers, employees, or authorized volunteers.
2. For any claims related to the project, the Supplier's insurance shall be primary insurance as respects to COMB, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other insurance coverage maintained

by COMB, its directors, officers, employees, or authorized volunteers 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 directors, officers, employees, or authorized volunteers.
4. The Supplier'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 the Supplier, 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 the Supplier and his/her sub-suppliers against loss from liability imposed by law upon, or assumed under contract by, the Supplier or his/her sub-suppliers 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.

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 and Employer's Liability Insurance - The Supplier and all sub-suppliers shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, 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. The Supplier shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

Responsibility for Work - Until the completion and delivery of product under and implied by this agreement, the work shall be under the Supplier's responsible care and charge. The Supplier shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature, except those beyond the Supplier's control.

The Supplier shall waive all rights of subrogation against COMB, its directors, officers, employees, or authorized volunteers.

Evidences of Insurance - Prior to execution of the agreement, the Supplier 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 and evidence of waiver of rights of subrogation against COMB (if builder's risk insurance is applicable). Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

The Supplier 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, the Supplier shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against COMB (if builder's risk insurance is applicable) to COMB at least ten (10) days prior to the expiration date.

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

Authorized Representatives - Supplier shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on the reverse as "other authorized representative(s)."

Payment Terms - Upon completion of work as listed in the COMB Purchase Order payment, unless otherwise specified in this agreement, is to be 30 days after delivery of material.

Guarantee - The Supplier hereby guarantees that the entire work constructed and/or performed by him under this Agreement will meet fully all requirements thereon as to quality of workmanship and of materials furnished by him.

Permits - All permits required by governmental authorities will be obtained at COMB's expense, and Supplier will comply with local, state and federal regulators and statutes including the Cal/OSHA requirements.

Changes to Work, Method, Cost, etc. - Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, to any other matter materially affecting the performance of nature of the work will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental purchase order executed by COMB. Supplier's "on-site representatives" have the authority to execute such written change for Supplier.

Termination of or Default on Contract - If the Supplier abandons the work, or fails to proceed with the work as rapidly as required by this Agreement, COMB may declare him in default and relet the work in the manner set forth by law for letting the original Agreement, or it may complete the work by direct purchase of labor and materials.

This COMB Purchase Order/Agreement shall become a valid contract only when accepted by Supplier, and subsequently by COMB, and together with the Supplier's Quotation dated 8/1/2012 (3 pages) shall constitute the entire agreement between the parties. If any provision of the Supplier Quotation (including the quotation, conditions of sale and addendum thereto) conflict with this document, the provisions of this document shall prevail notwithstanding anything to the contrary in the Supplier Quotation.

PO's/12-13-02 ConTech Engineered Solutions LLC.

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Quote # QUO-126842-RL7TTH					
Date	8/1/2012	Account Name	Cachuma Operation and Maintenance Board	Reply-To	
Quote #	QUO-126842-RL7TTH	Contact Name	Tim Robinson	Contech Rep.	Daniel Zavala
Project Name	Quiota Creek Crossing 7	Phone	(805) 687-4011	Address	San Luis Obispo, CA, 93401
Project #	353164	Fax	(805) 569-5825	Phone	559-824-0385
		Email	trobinson@cachuma-board.org	Fax	562-264-0733
Expected Bid Date	7/17/2012			Email	DZavala@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech Cos") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
1	CON/SPAN Bridge - 8 linear ft. of 60 ft. Span x 12.5 ft. Rise CON/SPAN Precast Bridge Units. 2 Units, 4 ft. typical Lay Length. HS-20 Loading, 1 ft. Max Cover. 2 Detached Counterfort Precast Headwall(s) - (0.5833 ft. tall, 0.5833 ft. tall). 3 Precast Wingwall(s) - (12 ft. long, 12 ft. long, 12 ft. long). Heaviest pick weight = 31.6 Tons.	1.00	1.00	\$150,167.16	EA	\$150,167.16
					Total	\$150,167.16
					(Tax not included) Net Total	\$150,167.16

Standard Notes

- All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
- Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added.
- Construction loadings typically exceed the intended post-construction live load used for design. Contact your Contech representative for specific guidelines and limitations based on the construction live loads anticipated.
- Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.
- Heaviest Pick Weight = 31.6 tons (end units)
- Notwithstanding anything else to the contrary in this Agreement, at the time of order, Contech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing Contech will again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials on requested date, and after Contech has manufactured the product(s), Contech will invoice for the total amount of the order with payment due within 30 days. Additionally, Contech may also assess fees in the amount of 10% of the total order for materials that are not shipped within 30 days after the requested delivery date for storage and handling.
- One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
- PLEASE NOTE ADDENDUM TO OUR STANDARD TERMS & CONDITIONS. THE ADDENDUM IS ATTACHED TO THE END OF THIS QUOTE AND INCORPORATED BY REFERENCE HEREIN.
- Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
- Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
- The estimated lead time for the submittal package is 2-3 weeks from the receipt of a signed purchase document and receipt of the required design documents and project information. Approval review process is in addition to stated timeframes. The estimated manufacturing lead time for this material is 6-8 weeks from the receipt of approved submittal documents.
- The sale of these materials requires a preconstruction meeting be held that must include Contech and all parties directly involved in the construction process.
- This material will be manufactured for this particular project and is not subject to cancellation. See Section 19 of the Contech Cos.
- This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Scope Of Work

CON/SPAN

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Quote # QUO-126842-RL7TTH

Scope Of Work

CON/SPAN pricing includes precast concrete units, associated parapet headwalls and wingwalls with mounting hardware (if applicable and specified), joint sealant material, masonite shims, filter fabric for vertical wingwall joints and perforated drain tile behind precast wall system. Contech will provide installation drawings, shop drawings, structural calculations upon request, and on-site consultation during installation.

Pricing does not include any site preparation, foundation work, or installation of any kind. As part of the construction process, the contractor is to perform the items listed below in accordance with the installation drawings:

1. Construct cast-in-place foundations
2. Unload and set structure utilizing crane
3. Grout the unit legs and wingwalls into the keyway
4. Apply all joint sealing material
5. Excavate for and backfill the structure

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC. FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING, BUT NOT LIMITED TO, CONTECH STORMWATER SOLUTIONS LLC., CONTECH BRIDGE SOLUTIONS LLC., KEYSTONE RETAINING WALL SYSTEMS, LLC., AND THOMPSON CULVERT COMPANY LLC.

<u>Acceptance</u>		<u>Contech Engineered Solutions LLC.</u>	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech Cos INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		By	Daniel Zavala
Company		(O)	559-824-0385
By		(F)	562-264-0733
Title		(Cell)	
Date		Title	

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Quote # QUO-126842-RL7TTH

Contech - CONDITION OF SALES

1. ACCEPTANCE. This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the goods sold under this contract are free from defects in material and workmanship for a period of one year after the date of delivery. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES. In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to goods manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph. paragraph.

7. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. If this proposal includes furnishing labor to install products, applicable use taxes have been included in the prices quoted. However, no other tax imposed in respect of the sale of the products sold hereunder is included in any quotation by Seller. Any tax shall be added and paid by Buyer as part of the purchase price.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired, termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 06/08

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Addendum to Contech Conditions of Sale

The Conditions of Sale (“COS”) attached to the quotation for Cachuma Operation and Maintenance Board dated August 1, 2012 are hereby modified as follows:

¶ 1 – Strike in its entirety

¶ 2 – Strike “period of one year” and insert “period of two years”

¶ 3 – Strike “, or allow credit, at its option”

¶ 4 – Add the following language to the end of the ¶, “Notwithstanding the foregoing, Buyer may recover up to \$65,000.00 in documented damages and Seller shall store the material for up to 1 year at Seller’s expense if Seller fails to deliver the material to the jobsite the week of October 10, 2012 (deadline October 17, 2012).”

¶ 7 – Add the following language to the end of the ¶, “Seller shall identify to Buyer the carrier to be used for delivery and have Buyer named as a Loss Payee on carrier’s insurance of not less than \$1,000,000. Buyer shall decide if it desires to pay any increased premium to have the carrier increase insurance levels to \$2,000,000.”

¶ 10 – Add the following language after “any claims for nonconforming or defective goods” in the 6th line of the ¶, “(which are evident from a visual inspection)”.

¶ 12 – Add the following language after “shall indemnify” in the 1st line of the ¶, “and defend”.

¶ 16 – Add the following language to the end of the ¶. “In no event shall the sum of (1) through (4) above exceed the contract price.”

¶ 21 – Strike in its entirety

¶ 23 – Strike “Ohio” in the 2nd line of the ¶ and insert “California” and strike “the federal district court in Cincinnati, Ohio, or in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio” and insert “Santa Barbara County, California.”

COMB - Quiota Creek Crossing #7_Permit No. 037296

Encroachment Permits Fee

Date: 7/11/12

Item No.	Description	Item Cost
1	Encroachment Permit Issuance	68.00
2	Road Closure Permit	1,235.00
3	Plan Check Review & Admin (est. 50 hrs min.)	5,832.53
4	Construction Inspection Oversight & Admin minimum, estimated 6 hours per week plus plant inspection and independent materials testing and sampling	13,609.23
	Total:	20,744.76

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date: 8/6/2012
Submitted by: Tim Robinson
Approved by: Bruce Mowry

SUBJECT: Board Approval of Professional Services Agreement, Scopes of Work and Task Orders for Fisheries related Consultant Work

SUMMARY:

Submitted for Board consideration are the Professional Services Agreement (PSA) (template), Scopes of Work (SOW) and Task Orders (TO) for Consultant work affiliated with the fisheries program of work. These PSA's, SOW's and TO's will provide for outside consultant support on activities which include participation in the Cachuma Project Biological Opinion (BO) compliance effort as well as review of technical reports, study plans, participation in coordination and review meetings and conference calls.

These tasks address ongoing BO compliance efforts and implementation of the Lower Santa Ynez River Fisheries Monitoring Program (FMP). As needed, consultants will provide technical and analytical support and review of the fisheries monitoring program and any proposed study plans.

FISCAL IMPACTS:

These items have been approved in FY 2012-13 COMB Budget

LEGAL CONCURRENCE:

Professional Services Agreement has been reviewed and accepted by Legal Counsel

ENVIRONMENTAL COMPLIANCE:

N/A

COMMITTEE STATUS:

N/A

RECOMMENDATION:

Board authorize the General Manager to execute the Professional Services Agreements and Task Orders with each Consultant as presented.

LIST OF EXHIBITS:

1. Professional Services Agreement (template)
2. Scopes of Work
3. Task Orders

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: _____

DATE: _____

Cachuma Operation & Maintenance Board ("COMB") retains _____ (Consultant), and Consultant agrees to provide services per its attached proposal (incorporated herein) dated _____.

Contract price: \$ _____ (Time and Materials, Maximum Not-to-Exceed)

Completion date: _____

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

By: _____
Title: General Manager

Other authorized representatives:

Consultant:

(Business Name)

By: _____
Title: President

On-site representatives:

CACHUMA OPERATION & MAINTENANCE BOARD

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

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

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. COMB's Governing Board shall approve each Task Order on behalf of COMB. 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. When the law establishes a professional standard of care for Consultant's services, 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) or services under this Agreement. Consultant shall defend itself against any and all claims arising out of or alleged to arise out of Consultant's performance or nonperformance of work hereunder, and shall not tender such claims to COMB or its Governing Board members, officers, employees or agents.

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, except for the sole negligence or willful misconduct or active negligence of COMB, its Governing Board members, officers, employees or agents.

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 of any applicable federal, state or local governmental law or regulation, compliance with which is Consultant's responsibility.

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 a 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 document 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.

TASK ORDER
Kenneth A. Knight, Consulting

Task Order No.: KKnight FY-12/13 - 1

Date: July 1, 2012

Cachuma Operation and Maintenance Board

This Task Order No. KKnight FY12/13 - 1 is issued pursuant to our Professional Services Agreement dated July 23, 2012 and unless otherwise specified herein, the performance of services hereunder and the payment therefore shall be subject to the terms and conditions of said Agreement. The services authorized hereunder are described below.

DESCRIPTION OF SERVICES: See Exhibit A, attached Scope of Work

ESTIMATE OF TIME SCHEDULE: Starting Date: July 1, 2012
Completion Date: June 30, 2013

CONSULTANT’S REPRESENTATIVE: Kenneth A. Knight

CLIENT’S REPRESENTATIVE: Mr. Bruce Mowry

ACCEPTED:

Kenneth A. Knight

**Cachuma Operation and
Maintenance Board**

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ITEM # 4
PAGE 10

**Kenneth A. Knight, Consulting
Oak Tree Restoration Specialist
Cachuma Project Fisheries Assistance**

Exhibit A

**Period of Performance and Scope of Work
Fiscal Year 2012-2013
July 1, 2012 through June 30, 2013**

I. Period of Performance

The following scope of work is to be completed by Kenneth A. Knight, Consulting, within the Fiscal Year beginning July 1, 2012 and ending June 30, 2013 (FY 2012-2013).

II. Scope of Work FY 2012-2013

Cachuma Operation and Maintenance Board (COMB) with assistance from the US Bureau of Reclamation Bradbury Dam stall will perform all of the irrigation, maintenance, monitoring, mapping and surveying of oak trees in and around Lake Cachuma that were planted for mitigation due to the Lake Surcharge Project. Oak trees have been planted at three locations: Storke Flats and two locations below Bradbury Dam. Guidance with this effort will be conducted by Kenneth Knight, a certified botanist with a specialization in oak trees, who will assure that the maintenance, monitoring and reporting are carried out to the best of our collective abilities and knowledge. The consultant will be required to visit the site monthly and participate in site visits with COMB management and Bureau of Reclamation personnel. Specific tasks are as follows:

Task 1: Cachuma Lake Oak Tree Restoration Program Plan **Task Estimated Cost: \$1,500**
Assist the COMB staff in developing a detailed Cachuma Lake Oak Tree Restoration Program Plan that will evolve with time, experience and identified tasks.

Task 2: Access Road Maintenance **Task Estimated Cost: \$500**
Suggest basic road and lake access and gate maintenance activities.

Task 3: Oak Tree Irrigation **Task Estimated Cost: \$2,000**
Guide the COMB staff on efficient but thorough watering of Year 5 and Year 6 oak trees planted at Bradbury Dam and Storke Plats.

Task 4: Weeding and Oak Tree Cage Maintenance **Task Estimated Cost: \$1,500**
Suggest efficient oak tree weeding and caging techniques that are to be carried out by the COMB staff.

Task 5: Mulching and Base of Tree Maintenance **Task Estimated Cost: \$1,500**

Suggest and help guide a mulching and base of tree maintenance effort for all oak trees planted within the oak tree restoration effort.

Task 6: Inventory of Trees Planted, Mapping and Reporting **Task Estimated Cost: \$1,500**
Outline guidelines to inventory and map planted oak trees at all locations. Also, the consultant will co-author the Annual Progress Report for the Lake Cachuma Oak Tree Restoration Program

Task 7: Lake Shore Survey and Reporting **Task Estimated Cost: \$1,500**
Develop lake shore survey protocols for identifying and reporting oak tree loss around Lake Cachuma due to lake surcharging efforts. Make suggestions to the COMB staff on how best to conduct the survey, photo documentation, and documentation. The consultant will be the lead author of the Lake Shore Survey Report.

TOTAL TASK ORDER COST: \$10,000

**TASK ORDER
NORTHWEST HYDRAULIC CONSULTANTS**

Task Order No.: Northwest-FY12/13 - 1

Date: July 1, 2012

Cachuma Operation and Maintenance Board

This Task Order No. Northwest-FY12/13 - 1 is issued pursuant to our Professional Services Agreement dated July 23, 2012 and unless otherwise specified herein, the performance of services hereunder and the payment therefore shall be subject to the terms and conditions of said Agreement. The services authorized hereunder are described below.

DESCRIPTION OF SERVICES: See Exhibit A, attached Scope of Work

ESTIMATE OF TIME SCHEDULE: Starting Date: July 1, 2012
Completion Date: June 30, 2013

CONSULTANT’S REPRESENTATIVE: Ed Wallace

CLIENT’S REPRESENTATIVE: Mr. Bruce Mowry

ACCEPTED:

**Northwest Hydraulic
Consultants**

**Cachuma Operation and
Maintenance Board**

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

**Northwest Hydraulic Consultants
Cachuma Project Fisheries Assistance**

Exhibit A

**Period of Performance and Scope of Work
Fiscal Year 2012-2013
July 1, 2012 through June 30, 2013**

I. Period of Performance

The following scope of work is to be completed by ENGINEER within the Fiscal Year beginning July 1, 2012 and ending June 30, 2013 (FY 2012-2013). This task provides technical assistance with operation, maintenance and performance reporting of a completed tributary fish passage project designed by NHC.

II. Scope of Work FY 2012-2013

Task 1. Post-project Reporting and Technical Support

Conduct one to three site visits, survey all constructed elements, and take flow measurements related to hydraulic performance of the fish passage project on El Jaro Creek at Cross Creek Ranch. Provide supporting technical information for the annual performance evaluation report using post-construction monitored, surveyed and observed data. Provide recommendations for fish passage structure maintenance and repair as well as erosion control activities. All tasks will be directed by COMB.

The total estimated cost for Task 1 is \$4,500.

TOTAL TASK ORDER COST: \$4,500

**TASK ORDER
HDR Fisheries Design Center**

Task Order No.: HDR-FDC-FY11/12 - 1

Date: July 1, 2012

Cachuma Operation and Maintenance Board

This Task Order No. HDR-FDC-FY12/13 - 1 is issued pursuant to our Professional Services Agreement dated July 23, 2012 and unless otherwise specified herein, the performance of services hereunder and the payment therefore shall be subject to the terms and conditions of said Agreement. The services authorized hereunder are described below.

DESCRIPTION OF SERVICES: See Exhibit A, attached Period of Performance and Scope of Work

ESTIMATE OF TIME SCHEDULE: Starting Date: July 1, 2012
Completion Date: June 30, 2013

CONSULTANT’S REPRESENTATIVE: Mike Garello

CLIENT’S REPRESENTATIVE: Mr. Bruce Mowry

ACCEPTED:

HDR Fisheries Design Center

**Cachuma Operations and
Maintenance Board**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**HDR Fisheries Design Center
Cachuma Project Fisheries Assistance**

Exhibit A

**Period of Performance and Scope of Work
Fiscal Year 2012-2013
July 1, 2012 through June 30, 2013**

I. Period of Performance

The following scope of services is to be completed by ENGINEER within the Fiscal Year beginning July 1, 2012 and ending June 30, 2013 (FY 2012-2013).

II. Scope of Work FY 2012-2013

Task 1: BO/FMP implementation and technical support Task Estimated Cost: \$ 4,000
This task provides support for actions outlined in the Cachuma Project Biological Opinion (BO) and Lower Santa Ynez River Fish Management Plan (FMP).

Task 1.1 Fisheries monitoring program support *Estimated Cost: \$ 4,000*

ENGINEER will review, evaluate, and develop technical elements of fish passage and fisheries related monitoring programs being implemented by COMB. Activities are anticipated to include: background research; program monitoring and design descriptions; and concept schematics. Data review, synthesis, and meeting attendance will be performed as directed by COMB.

Task 2: Project Operation and Maintenance Task Estimated Cost: \$ 8,500
This task provides technical assistance with operation, maintenance and performance reporting of completed tributary fish passage projects designed by HDR.

Task 2.1 El Jaro Creek at Rancho San Julian project –O&M technical *Estimated Cost: \$ 3,500*

ENGINEER will provide technical assistance to COMB corresponding to the operation, maintenance, and performance review of the Rancho San Julian fish passage project. Tasks are anticipated to include: refinement of monitoring methods and procedures; hydraulic review of fishway performance; troubleshooting of general operation and maintenance issues; one to two site visits per year, review of technical data collected by COMB; and assistance in preparation of an annual performance evaluation report. Activities will be performed by an ENGINEER as directed by COMB.

Task 2.2 Quiota Creek Crossing 6 – O&M technical

Estimated Cost: \$ 2,500

ENGINEER will provide technical assistance to COMB corresponding to the performance evaluation of the Quiota Creek Crossing 6 restoration project. Tasks are anticipated to include: one to two site visits per year; refinement of monitoring methods and procedures; hydraulic review of the four grade control rock weirs; review of technical data collected by COMB; and assistance in preparation of an annual performance evaluation report. Activities will be performed by an ENGINEER as directed by COMB.

Task 2.3 Quiota Creek Crossing 2 – O&M technical

Estimated Cost: \$ 2,500

ENGINEER will provide technical assistance to COMB corresponding to the performance evaluation of the Quiota Creek Crossing 2 restoration project. Tasks are anticipated to include: one to two site visits per year; refinement of monitoring methods and procedures; hydraulic review of the grade control structures and rock weir; review of technical data collected by COMB; and assistance in preparation of an annual performance evaluation report. Activities will be performed by an ENGINEER as directed by COMB.

Task 3: Habitat Enhancements

Task Estimated Cost: \$ 53,000

This task provides design support and engineering oversight for specific proposed or in construction tributary fish passage projects designed by HDR.

Task 3.1 Quiota Creek Fish Passage Program – technical support

Estimated Cost: \$ 3,000

ENGINEER will support COMB in the implementation of fish passage projects along Quiota creek synonymous with the results presented in the Quiota Creek Watershed Fish Passage Enhancement Plan. Activities conducted under this task and as directed by COMB shall include: support of grant proposal development; preparation of concept level engineer’s construction drawings and cost opinions; preparation of project descriptions and development of technical data; and coordination with agencies and local governments in regards to fish passage guidelines.

Task 3.2 Quiota Creek Fish Passage Design Support

Estimated Cost: \$ 35,000

ENGINEER will work towards final design documents from the current design level to 100% with Santa Barbara County and regulatory agency approval for Crossings 7, 1, and 3. Upon completion, final design documents will be wet sealed by a California Registered Professional Engineer and submitted to COMB for project grant proposal writing and construction bidding.

Task 3.3 Engineering Oversight and Final Documentation

Estimated Cost: \$ 15,000

ENGINEER will oversee the construction of the Quiota Creek Crossing 7 Fish Passage Enhancement Project. This will include review and reporting of any requested requests-for-information and change-orders. Upon completion of the project, the ENGINEER will develop As-Built drawings.

TOTAL ESTIMATED TASK ORDER COST:

\$ 65,500

**TASK ORDER
CARDNO ENTRIX**

Task Order No.: CardnoEntrix-FY12/13 - 1

Date: July 1, 2012

Cachuma Operation and Maintenance Board

This Task Order No. CardnoEntrix-FY12/13 – 1 is issued pursuant to our Professional Services Agreement dated July 23, 2012 and unless otherwise specified herein, the performance of services hereunder and the payment therefore shall be subject to the terms and conditions of said Agreement. The services authorized hereunder are described below.

DESCRIPTION OF SERVICES: See Exhibit A, attached Period of Performance and Scope of Work

ESTIMATE OF TIME SCHEDULE: Starting Date: July 1, 2012
Completion Date: June 30, 2013

CONSULTANT’S REPRESENTATIVE: Jean Baldrige

CLIENT’S REPRESENTATIVE: Mr. Bruce Mowry

ACCEPTED:

Cardno ENTRIX

**Cachuma Operation
Maintenance Board**

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

**Cardno ENTRIX
Cachuma Project Fisheries Assistance**

Exhibit A

**Period of Performance and Scope of Work
Fiscal Year 2012-2013
July 1, 2012 through June 30, 2013**

I. Period of Performance

The following scope of services is to be completed by Cardno ENTRIX within the Fiscal Year beginning July 1, 2012 and ending June 30, 2013 (FY 2012-2013).

II. Scope of Work FY 2012-2013

TASK 1000

BO/FMP Implementation and Technical Support

Task Budget: \$32,000

This task provides support for actions outlined in the Cachuma Project Biological Opinion (BO) and Lower Santa Ynez River Fish Management Plan (FMP). The tasks that are authorized under this budget are outlined below.

1301: BO/FMP Compliance Tasks and Support
\$15,000

Cardno ENTRIX will provide assists as needed with the ongoing BO/FMP compliance and implementation efforts. Tasks include providing technical and analytical support and review of the fisheries monitoring program and any proposed study plans. This may require participation on a science advisory committee to obtain consensus on the recommendations. This estimate includes conference calls plus limited preparation and follow-up per call.

1302: AMC and CC Participation and Technical Support \$5,000

Ms. Baldrige will assist the COMB representative on the Adaptive Management Committee (AMC) and the Consensus Committee (CC). This task includes time for Ms. Baldrige to support the COMB AMC representative and participate in AMC meetings as needed. The task is scoped for conference calls, plus preparation and follow-up per call as well as Ms. Baldrige’s participation in any face-to-face meeting of the AMC and CC as necessary.

1307: Review of Fisheries Monitoring Reports

\$12,000

Cardno ENTRIX will review as requested any fisheries monitoring reports that are prepared by the Cachuma Project Biology Staff. These reports would be compliance measures for terms and conditions presented in the BO and would include the Annual Monitoring Report and technical memos prepared for Reclamation as well as the AMC, CC or COMB Board. This may include participation on a science advisory committee to discuss comments on the reports under review.

Table 1: Summary of Estimated Fiscal Year 2012-13 Cardno ENTRIX Budget from July 1, 2012 to June 30, 2013.

COMB SOW FY 2012-2013 (7/1/12-6/30/13)	
Task 1000 - BO/FMP implementation and technical support:	
Task 1301 BO compliance tasks and support	\$15,000
Task 1302 AMC and CC participation and technical support	\$5,000
Task 1307 Fisheries monitoring program support	\$12,000
<i>Subtotal - Task 1000</i>	\$32,000
TOTAL PROJECT COST	\$32,000

STETSON ENGINEERS
Exhibit Cachuma Project Fisheries Assistance

Exhibit A

Period of Performance and Scope of Work
Fiscal Year 2012-2013
July 1, 2012 through June 30, 2013

I. Period of Performance

The following scope of services is to be completed by Stetson Engineers within the Fiscal Year beginning July 1, 2012 and ending June 30, 2013 (FY 2012-2013).

II. Scope of Work FY 2012-2013

TASK 1: BO/FMP IMPLEMENTATION/ TECHNICAL SUPPORT \$18,000

This task provides support for actions outlined in the Cachuma Project Biological Opinion (BO) and Lower Santa Ynez River Fish Management Plan (FMP).

- a) **Task 1.1 – BO/FMP Compliance Tasks and Technical Support (\$9,000)**
The consultant will provide support for ongoing BO/FMP compliance and implementation efforts, specifically regarding technical and analytical support and review of the fisheries monitoring program and any proposed study plans. This may require participation on a science advisory committee to obtain consensus on the recommendations. This estimate includes conference calls plus limited preparation and follow-up per call as needed.

- b) **Task 1.3 – Review of Fisheries Monitoring Reports (\$9,000)**
Consultant will review as requested any fisheries monitoring reports that are prepared by the Cachuma Project Biology Staff. These reports would be compliance measures for terms and conditions presented in the BO/FMP and would include the Annual Monitoring Report and technical memos prepared for Reclamation as well as the AMC, CC or COMB Board. This may include participation on a science advisory committee to discuss comments on the reports under review.

TASK 2: SANTA YNEZ RIVER HYDROLOGY SUPPORT \$10,000

- a) **Task 3.1 – Hydrologic Support for the Fisheries Program (\$10,000)**
This task provides hydrologic support for analyzing operations in the SYR basin and operations for the Fisheries Program. Tasks include any technical refinements for miscellaneous studies involving hydrologic compliance with the

BO/FMP specifically regarding Bradbury Dam operating criteria and meeting target flows. Hence, this task includes making sure current releases are meeting BO target flows at Alisal and Highway 154 bridges, and evaluation for possible passage releases, and possible revisions to passage supplementation and 1.5 cfs target flow protocols.

TASK 3: RIVERWARE MODEL SUPPORT **\$12,000**

a) **Task 4.1 – Riverware Model Implementation and Technical Training (\$12,000)**

This task includes RiverWare model implementation, technical training and could include using the model for the purpose of Cachuma Project yield analysis. This may include developing and providing GIS coverages and figures as needed. The work may also include application of the RiverWare model for passage flow releases, spill analysis (ascending and descending) and surcharging of fish water in the reservoir, and maintenance of flows at Alisal Bridge.

TOTAL TASK ORDER COST: \$40,000

**Hanson Environmental, Inc.
Cachuma Project Fisheries Assistance**

Exhibit A

**Period of Performance and Scope of Work
Fiscal Year 2012-2013
July 1, 2012 through June 30, 2013**

I. Period of Performance

The scope of work for Hanson Environmental, Inc. during Fiscal Year 2012-2013 July 1, 2012 through June 30, 2013 for professional services associated with the Cachuma Operation and Maintenance Board fishery management plan activities, performed under the direct supervision of Dr. Charles H. Hanson, are briefly outlined below.

II. Scope of Work FY 2012-2013

Cachuma Project Biological Opinion and Fish Management Plan: \$13,000

Activities in support of the National Marine Fisheries Service (NMFS) Cachuma Project Biological Opinion (BO) and the Lower Santa Ynez River Fish Management Plan (FMP) include:

Task 1 BO/FMP Compliance Tasks and Support - - consultant will provide assists as needed with the ongoing BO/FMP compliance and implementation efforts. Tasks include providing technical and analytical support and review of the fisheries monitoring program and any proposed study plans. This may require participation on a science advisory committee to obtain consensus on the recommendations. This estimate includes conference calls plus limited preparation and follow-up per call as needed.

The estimated budget for Task 1 is **\$8,000**.

Task 2 Review of Fisheries Monitoring Reports – consultant will review as requested any fisheries monitoring reports that are prepared by the Cachuma Project Biology Staff. These reports would be compliance measures for terms and conditions presented in the BO and would include the Annual Monitoring Report and technical memos prepared for Reclamation as well as the AMC, CC or COMB Board. This may include participation on a science advisory committee to discuss comments on the reports under review.

The estimated budget for Task 2 is **\$5,000**.

TOTAL TASK ORDER COST: \$13,000