

DEPARTMENT OF
PUBLIC WORKS

GOVERNMENTAL CENTER

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS



AGENDA: AUGUST 4, 1998

COUNTY OF SANTA CRUZ

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

(931) 454-2160

FAX (831) 454-2385

July 29, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: SAN VICENTE CREEK STREAM BANK PROTECTION PROJECT

Members of the Board:

The United States Department of Agriculture Natural Resources Conservation Service (NRCS) has reevaluated the subject project limits and scope. NRCS revised the Damage Survey Report (DSR) to include extra slope restoration upstream and downstream of the original DSR project limits and rewrote the Cooperative Agreement to reflect the increased scope of work. Attached are revised copies of the Cooperative Agreement and of the revised DSR.

The estimated total project cost is \$195,000.00 including engineering, inspection and overhead. The revised construction cost estimate, as prepared by NRCS, is \$160,000. NRCS will pay 83.5 percent (\$133,600) of this amount. The State Office of Emergency Services' contribution will be \$37,500 toward the total cost of the project.

Pursuant to Supervisor Mardi Wormhoudt's recommendation at the May 5, 1998, Board meeting, the Santa Cruz County Flood Control and Water Conservation District Zone 4 will allocate funds to proceed with the project. Based on the new estimate, the Zone 4 contribution to the project will require an additional \$4,450 to be transferred to Public Works for a total Zone 4 contribution of \$16,200.

The properties benefitting from the project have increased from three to five. We are negotiating an agreement for local financing contribution with the property owners and will bring it to your Board at a later date.

This is the third Emergency Watershed Protection (EWP) project that Public Works has administered. A fourth will be coming to your Board soon, and other projects may follow this coming rainy season. Our experience on the first four has made it apparent that standard policies and procedures need to be developed on how to finance the local share of these projects. Public Works will analyze the sponsor cost involved in the first four projects and report back to your Board with recommendations on sponsoring future projects.

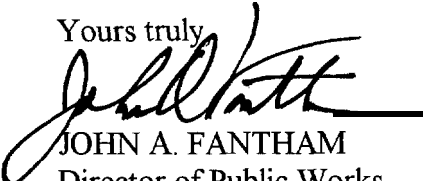
43

In order to complete the project prior to October 15, 1998, emergency bidding procedures as well as expedited permits from the permitting agencies in the County are necessary.

It is therefore recommended that the Board of Supervisors take the following action:

1. Authorize the Director of Public Works to sign the revised Cooperative Agreement with the Natural Resources Conservation Service.
2. Direct Public Works to report back by September 1, 1998, with the results of the negotiations with the property owners.
3. Direct County agencies to expedite the permitting process and waive the normal permitting fees of approximately \$4,100.
4. Authorize the use of emergency bidding procedures and direct the Public Works Department to return on September 1, 1998, for award of the construction contract.
5. Direct Public Works to return on November 10, 1998, with standard policies and procedures to be followed on future Emergency Watershed Protection projects sponsored by the County.
6. Approve the attached AUD-74 transferring funds from the Santa Cruz County Flood Control and Water Conservation District Zone 4 contingencies to DPW Services.

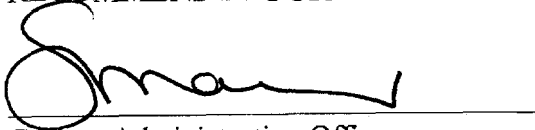
Yours truly,


JOHN A. FANTHAM
Director of Public Works

RF:mg

Attachments

RECOMMENDED FOR APPROVAL:


County Administrative Officer

Copy to: Public Works Department
Planning Department
County Counsel

SNVM

STATE: California
EWP PROJECT: San Vincente Creek Homes
DSR No. 02-98-0117 (Rev. 1)
AGREEMENT NO: _____

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

COOPERATIVE AGREEMENT - LOCALLY AWARDED CONTRACT

THIS AGREEMENT is between the Santa Cruz County Department of Public Works, hereinafter called the *Sponsor*; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called *NRCS*.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by floods of 1998.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the following described work is to be constructed at an estimated cost of \$160,000.00.

Clearing and removal of obstructing debris and placement of rock riprap along San Vincente Creek, located in Santa Cruz County, California, DSR # 02-98-0117.

B. The Sponsor will:

1. Provide 25 percent of the cost of the construction described in Section A through cash contribution and/or in-kind services approved in this agreement.

Be allowed 8.5 percent for in-kind services of the final cost of construction toward the Sponsor's cost share. In-kind services approved are for designing, inspecting, and/or performing necessary work associated with the project. The Sponsor's cash contribution is 16.5 percent of the cost of performing the works of restoration described in Section A. The Sponsors cash contribution is estimated to be \$26,400.00.

2. Designate the following individual as the liaison between the Sponsor and NRCS.

RACHEL FATOOHI. CIVIL ENGINEER
(Name)

701 OCEAN STREET, ROOM 410
(Address)

SANTA CRUZ, CA 95060

(831) 454-2160
(Phone)

3. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for measures other than stream debris removal and disposal will be reviewed and approved by a Professional Engineer registered in the State of California prior to submittal to NRCS.
4. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising. Certification will be provided on Form SCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended (no attorney's opinion is required).
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
6. Contract for construction of the emergency watershed protection measures described in Section A in accordance with applicable state requirements.
7. Comply with the applicable requirements in Attachments A and B to this agreement.
8. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in Attachment B to this agreement.
9. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.
10. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
11. Pay the contractor as provided in the contract(s). Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement,

12. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor including legal expenses.
13. Arrange for and conduct final inspection of completed emergency watershed protection measures. Certify that the project was installed in accordance with contractual requirements.
14. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance, as applicable.
15. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement
16. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
17. Work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and repair of watersheds undertaken as a result of this cooperative venture.

C. NRCS will:

1. Provide **83.5** percent of the cost of constructing the emergency watershed measures described in Section A which includes **8.5** percent approved for in-kind protection services toward the Sponsor's 25 percent cost share. This cost to NRCS is estimated to be **\$133,600.00**. If construction is not completed, NRCS is under no obligation for in-kind services incurred by the Sponsor.
2. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will provide advice and counsel as needed.
3. Review and approve construction plans as identified in Section B.3 of this agreement.
4. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement.
5. Be available to conduct progress checks and participate in final inspections.

6. Designate the following individual as the liaison between the Sponsor and NRCS.

Mr. Rixon Rafter, Agricultural Engineer
(Name)

785 Main Street, Suite C.

Half Moon Bay, California 94019
(Address)

(415) 726-4660
(Phone)

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded.
2. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
3. The contract for performing the work described in Section A will not be awarded to the Sponsor, or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
6. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

SANTA CRUZ COUNTY
DEPARTMENT OF PUBLIC WORKS

By: _____

Title: _____

Date: _____

This action authorized at an official
meeting of the Sponsor on the _____ day
of _____, 1998, at

(city) (state)

(attest signature)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

ATTACHMENT A - SPECIAL PROVISIONS

The Sponsor **agrees** to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace

By signing this agreement, the Sponsor(s) is providing the certification set out below. If it is later determined that the Sponsor(s) knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) of imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces),

Certification:

A. The Sponsor(s) certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sponsor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The danger of drug abuse in the workplace;
 - (2) The Sponsor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); .
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- (e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee-to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The Sponsor(s) may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)~

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor(s), to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions-
- (3) The Sponsor(s) shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, (7 CFR 3017)

- (1) The Sponsor(s) certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary Sponsor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt-)

The Sponsor(s) signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

CLEAN AIR AND WATER CLAUSE

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c) (1)) or the Federal Water Pollution Control Act (33 U.S.C. (1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The Sponsor(s) agrees as follows:

1. To comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.
2. That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
3. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed,
4. To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A.4.

B. The terms used in this clause have the following meanings:

1. The terms "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).
2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
3. The term "clean air standards" means any enforceable -rules, regulations, guidelines, standards, limitations, orders; controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

4. The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).
5. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control agency in accordance with the Air Act or Water Act and regulations issued pursuant thereto.
6. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

V. Assurance and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, 3051, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I. EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II. **EQUAL** OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor

such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No.. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant;; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III. NOTICE TO CONTRACTING **LOCAL ORGANIZATIONS** OF **REQUIREMENT** FOR CERTIFICATIONS OF **NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause,
- (b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV. **NOTICE** TO PROSPECTIVE **FEDERALLY ASSISTED** CONSTRUCTION **CONTRACTORS**

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and

construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the **Equal Opportunity clause**.

v. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF **REQUIREMENT** FOR CERTIFICATIONS OF **NONSEGREGATED** FACILITIES

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause,

scs-AS-818
Rev. 4-70
File Code AS-14

VI. **CERTIFICATION** OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Title

Date

VII. STANDARD **FEDERAL EQUAL EMPLOYMENT** OPPORTUNITY
CONSTRUCTION C-CT SPECIFICATIONS

(**EXECUTIVE** ORDER 11246)

1. As used in these specifications:

- a. **"Covered area"** means the geographical area described in the solicitation from which this contract resulted;
 - b. **"Director"** means Director, Office of Federal Contract Act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. **"Employer identification number"** means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 94-1.
 - d. **"Minority"** includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the

provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting these goals in each craft during the period specified,
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U-S. Department of Labor,
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. the evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. **Ensure** and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in a file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report,

etc. - specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsible for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all

personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out-

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to-minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (Paragraphs 7.a- through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to an obligation shall not be a defense for the Contractor's noncompliance,
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work *was* performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7. of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EMERGENCY WATERSHED PROTECTION
DAMAGE SURVEY REPORT
FOR
SAN VICENTE CREEK HOMES PROTECTION
DSR NO. 02-98-o 117
(Revision 1)
SANTA CRUZ COUNTY, CALIFORNIA

Prepared By:

USDA, Natural Resources Conservation Service
5 161 Soquel Road, Suite F
Soquel, California 95073

Sponsored By:

Santa Cruz County
701 Ocean Street
Santa Cruz, California 95060

In Cooperation With:

Santa Cruz County Resource Conservation District

June, 1998

DAMAGE SURVEY REPORT

San Vicente Creek Homes Protection

02-98-0117

EMERGENCY WATERSHED PROTECTION

(Revision 1)

Table of Contents

Damage Survey Report	1
Sponsor's Letter of Request	2
Rationale of Social/Economic Defensibility	3
Summary of Measures Proposed	5
Environmental Evaluation Checklist	7
Utility Check Sheet	9
Engineer's Cost Estimate	10
Preliminary Design	11
Vicinity Map	12 16
Location Map	13 17
Site Plan Drainage Map	18
Photographs Site Plan	14 29
Photographs - - - - -	20

S. SANTA MRRIR ID:805-928-9644

M 19' 98 18:01 No. 005 P.05

FORM CA-PDM-4 (DRAFT 3/22/84)

USDA SOIL CONSERVATION SERVICE
EMERGENCY WATERSHED PROTECTION
DAMAGE SURVEY REPORT

DSR No. 02-98-0117

ELIGIBLE.....YES <input checked="" type="checkbox"/>
NO <input type="checkbox"/>
REQUESTED \$ <u>52,000</u>
(stats Office Use Only)

***** (Revision 1) *****
Santa Cruz County Dept. of Planning
 (applicant)

701 Ocean St., Santa Cruz 95060
 (address)

Channel Name San Vicente Creek Reach Town of Davenport

Describe Damage: High flows due to excessive rainfall during February caused massive streambank erosion which created a hazard to nearby homes.

EVALUATION FACTORS

	Yes	No	Remarks
Threat to Life &/or Property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Debris Created an Emergency
New Hazard Created by this Event	<input checked="" type="checkbox"/>	<input type="checkbox"/>	" " " "
Beneficiaries - Number <u>X4</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4-3 homes, 1 business
Can Sponsor Obtain Cost Share, L.R., etc	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sponsor C/S = 25%
Are Other Local & State Funds Committed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Cost of Emergency Work \$ <u>52,000</u> - <u>160,000</u>			
Near Term Benefits \$ <u>102,500</u> - <u>273,750</u>			
EWP Treatment: Code <u>061</u> Quan. <u>150-258'</u> Code <u>066</u> Quan. <u>0.5</u>			
Code <u>062</u> Quan. <u>600-300</u> Code _____ Quan. _____			

Remarks: Sponsor requests a large account on "clearing & grubbing" and a local contract on the remainder of the work.

Don Wild
 Sponsor Representative MARCH 17, 98

SCS Representative

3/1/98

REVIEW/APPROVAL

SCS William A. Ward - Acting
 SAO

AE [Signature]
 SRC [Signature]
 WR

DATE 3-23-98

APPROVED: [Signature]
 State Conservationist Representative

APPROVED AMOUNT: \$ 52,000

ATTACHMENTS:

(Attachments A, B, C, D must be completed and submitted with this DSR)

Location/Plan Map	A
Economic Defensibility	B
Calculations/Coat Data	C
Environmental Evaluation	D
Photographic Documentation	E

DEPARTMENT OF
PUBLIC WORKS

GOVERNMENTAL CENTER

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

**COUNTY OF SANTA CRUZ**

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 95060-4970

(408) 454-2160

FAX (408) 454-2385

March 19, 1998

HENRY C. WYMAN
DEPUTY STATE CONSERVATIONIST SERVICE
Natural Resources Conservation Service
2121 C. Second Street, Suite 102
Davis, CA 95616

SUBJECT: SAN VICENTE CREEK DAMAGE SURVEY REPORT

Dear Mr. Wyman:

A great deal of damage has occurred in Santa Cruz County because of the *recent* disastrous storms. Our crews have been working nonstop throughout the County clearing log jams and debris from the County's waterways. Staff has observed significant erosion problems along the creek and river banks in many areas of the County, some that are so severe to create an unsafe situation for nearby residences. One such area is on San Vicente Creek near the town of Davenport.

The purpose of this letter is to request that your agency conduct an assessment and damage survey of this site for eligibility under the Emergency Watershed Protection Program. We understand that an approved project requires a 25% local match, which is an issue that must be addressed at a later date, once a project is approved and the project costs can be identified. There is a great deal of interest in this project, and we appreciate your staff's responsiveness to our request for assistance. Please contact the undersigned if you need any additional information or have any questions.

Yours truly,

JOHN A. FANTHAM
Director of Public Works

By:

Donald J. Hill
Senior Civil Engineer

DJH:rw

copy to: Supervisor Mardi Wormhoudt
Rich Casale, Natural Resource Conservation Service
County Administrative Office
Alvin James, Planning Director

SVCR

SANTA CRUZ County

Exhibit No. 6

Page 1 of 2

DSR NO.: 02-98-0117DATE: 3/6/98Sponsor: SANTA CRUZ COUNTY - DEPT OF PUBLIC WORKS

Priority No.: _____

Rationale of Economic Defensibility

Price Base 1998

1. Properties Protected (Private) DEPTH

Properties	STRUCTURE Value(\$)	DAMAGE FACTOR Damage(\$)	PROBABILITY DAMAGE Factor*	Near Term Damage(\$)	
101 San Vincente	120,000	0.50	60,000	.50	30,000.
111A Old Coast Rd.	100,000	0.75	75,000	.75	56,250.
111B Old Coast Rd.	100,000	0.75	75,000	.75	56,250.
121 Old Coast Rd.	100,000	0.75	75,000	.75	56,250.
Wood Mill	1,000,000	0.10	100,000	.75	75,000.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

TOTAL

273,750.⁰⁰

*(Probability of Occurrence)

2. Properties Protected (Public)

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL

0

3. Business Losses:

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL

Total = \$ 273,750

4. Benefits to Environmental Resources:

(Address Quantities; net - & +, effects: long term & short)

Refer to Environmental checklist

5. a. Water Resources:

Affects on Water Quality: *-Improved. Less Sediment*

b. Affects on Water Qualities:
(water conservation benefits) *NONE*

c. Affects on Downstream Water Rights: *NONE*

6. Summary:

a. Present value of near term damages to be sustained:

b. Estimated cost of emergency work:

\$ 160,000.

$$B/C \text{ Ratio} = \frac{273,750}{160,000} = 1.71$$

7. Recommendations:

a. Emergency work is economically justified and approval is recommended.

[Signature]
Team Leader

3/6/98
Date

b. Emergency work is not economically justified and is disapproved.

Team Leader

Date

c. Emergency work cannot be economically justified with data available to team.
Emergency work has the following unevaluated benefits not included in the
damage analysis.

Beneficial Affects:

Adverse Affects:

Based on unevaluated benefits, I recommend the project be
(approved/disapproved).

Team Leader

Date

D.SR#02-98-0117USDA-NXCS
EMERGENCY WATERSHED

PROTECTION

Summary of Measures Installed and Cost

February 2, 1998June 10, 1998 CA

Event Date & Name Project Code Date of Report State

Projects installed under (NRCS) (FS) supervision
circle one

Measure Category	Measure Installed	Units Installed	Construction Costs	
<u>010</u>				
Area devoid of vegetation (gully(ies) small land-slides, Burns, etc.)	011 Contour furrowing	Acre		
	012 Contour tree felling	Acre		
	013 diversion	Feet		
	014 Fencing	Feet		
	<u>Grade Stab. Structure:</u>			
	015 New	Number		
	016 Repair	Number		
	<u>Re-vegetation:</u>			
	017 Aerial seeding and/or fert.	Acre		
	018 Drill Seeding and/or fert.	Acre		
019 Hand planting	Acre			
Subtotal - Construction Cost			\$ <u>-0-</u>	
<u>020</u>				
critical Road	021 Diversion	Feet		
	<u>Grade Stab. Structure:</u>			
	022 New	Number		
	023 Repair	Number		
	024 Reshaping	Feet		
	025 Re-vegetate	Acre		
	026 Waterbar	Feet		
	Subtotal - Construction Cost			\$ <u>-0-</u>
	<u>030</u>			
	Dam or Reservoir (FRS or MPS)	031 Construct (new)	Number	
032 Repair		Number		
Subtotal - Construction Cost			\$ <u>-0-</u>	

D.SR#02-98-0117

Summary of Measures Installed and Cost Cont'd.

<u>Measure Category</u>	<u>Measure Installed</u>	<u>Units</u>	<u>Units Installed</u>	<u>Construction costs</u>
<u>040</u>				
Debris or	<u>Basin or Dam</u>			
Sed. Control	041 Construct (new)	Number	_____	_____
	042 Cleanout	Number	_____	_____
	042 Repair	Number	_____	_____
	044 Log Boom	Number	_____	_____
	045 Sediment Trap	Number	_____	_____
	046 Trash Rack	Number	_____	_____
	Subtotal - Construction Cost			\$ <u>-0-</u>
<u>050</u>				
Levee, Dike,	051 Construct (new)	Feet	_____	_____
Dune	052 Repair	Feet	_____	_____
	053 Re-vegetate	Acre	_____	_____
	Subtotal - Construction Cost			\$ <u>-0-</u>
<u>060</u>				
Stream or	061 Bank Stabilization	Feet	<u>258</u>	<u>\$ 160,000</u>
Surface Drain	062 Debris or sediment removal	Feet	<u>300</u>	<u>-</u>
	<u>Grade Stab. Structure:</u>			
	063 New	Number	_____	_____
	064 Repair	Number	_____	_____
	065 Reshape	Acre	_____	_____
	066 Re-vegetate	Acre	<u>0.5</u>	_____
	Subtotal - Construction Cost			<u>\$ 160,000</u>
	TOTAL CONSTRUCTION COST			\$ <u>160,000</u>

U S DEPARTMENT OF AGRICULTURE

ENVIRONMENTAL EVALUATION

NATURAL RESOURCES CONSERVATION SERVICE

LANDUSER/PROJECT San Vicente Creek EWP DATE April, 1998
 SPONSOR _____
 FIELD OFFICE _____ COUNTY _____

ENVIRONMENTAL FACTORS	EFFECT 2/			NOTES 3/
	Without Project	Short Term	Long Term	
*PRIME/UNIQUE FARMLAND	N/A	N/A	N/A	
CHANGE IN LAND USE (What is change?)	N/A	N/A	N/A	
SOIL EROSION (Quantify if possible)	—	+	+	Streambank erosion
SEDIMENTATION (Quantify if possible)	—	+	+	Less sediment in creek & receiving waters
SOIL CONDITION (Compaction, salinity, fertility, etc.)	0	0	0	
SURFACE WATER QUANTITY	0	0	0	
SURFACE WATER QUALITY	—	+	+	Less sediment in creek & receiving waters
SUBSURFACE WATER QUANTITY	0	0	0	
SUBSURFACE WATER QUALITY	0	0	0	
AIR QUALITY	0	0	0	
VEGETATION ALTERATION (What is change?)	0	0	0	
*FLOODPLAIN	0	0	0	
*WETLANDS (Includes riparian)	—	+	+	Less sediment in downstream wetlands
FISH AND WILDLIFE HABITAT	—	+	+	Less sediment in creek water
*THREATENED OR ENDANGERED SPECIES - Plants or animals	—	+	+	Sediment in Creek. Project will be monitored
*CULTURAL RESOURCES	0	0	0	
AESTHETICS (Appearance of landscape)	—	+	+	Native trees will be planted
ECONOMICS	—	+	+	Project will save 3 homes
OTHER				

1/ Use for individual practices, RMS, conservation or treatment unit, or EWP, RC&D, small watershed projects (Refer to GM190-410).

2/ CODE ITEMS: (+) Beneficial Effect, (0) No Effect, (-) Adverse Effect, (N/A) Not Applicable. Without Project = What are effects if no project action? Short Term = Installation period. Long Term = Period through duration of intended use, life of project or restore to pre-condition. Assess off-site or cumulative impacts, as well as on-site.

3/ Explain all + or - effects and note if on-site and/or off-site.

(*) CRITICAL ENVIRONMENTAL FACTOR addressed in Federal Regulations.

- CONTINUED ON BACK -

ALTERNATIVES TO PROPOSED ACTIONS (include reasons why alternative was not selected):

1. Do Nothing - erosion will continue.
2. Gabions - not economically feasible.
3. Rock Riprap - chosen.

Landuser will be informed of their responsibility in obtaining necessary permits.

RECOMMENDATION (check one):

- ☒ Evaluation indicates work should proceed. Includes situations where long term beneficial effects outweigh short term adverse effects.
- ☐ Continue evaluation for further information. Landuser will be informed not to proceed with work until evaluation is completed.
- ☐ Evaluation indicates significant adverse environmental effects will result. Explore other alternatives.

REMARKS:

PREPARED BY:

3/6/98

SCS-Eng-6
March, 1973 .

U.S. Department of Agriculture
Soil Conservation Service

UTILITY CHECK SHEET

Reference Engr. Memo-73

Farm Name SAN VICENTE CREEK HOMES PROTECTION Location _____

Utilities Involved and Location _____

Landowner/Operator Notified _____

Who

By Whom

How _____

Date _____

Work to be done _____

When _____

Utility Company Notified _____

Who

By Whom

How _____

Date _____

Request to locate utility _____

Work to be done _____

When _____

Request for Company Representative to be present _____

Utility marked or staked _____

Date _____

Representative present during construction _____

Contractor Notified _____

Who

By Whom

How

Date

Type of Utility _____

Location _____

Vertical Location in relation to work- _____

Horizontal Location in relation to work _____

Contractor shown markings or stakes _____

Utility location shown on plans _____

Other Remarks ANY AFFECTED UTILITIES WILL BE IDENTIFIED DURING THE FINAL DESIGN PROCESS AND PRIOR TO CONSTRUCTION

NOTE: CONTACT THE UNDERGROUND

SERVICE ALERT OFFICE:

1-800-642-2444 FOR INFORMATION

REGARDING LOCATION OF UNDERGROUND UTILITIES

Signature

3/6/98

Engineer's Cost Estimate
CA-ENG-200 (1 0/95)

U.S. Department of Agriculture
Natural Resources Conservation Service

ENGINEER'S COST ESTIMATE

Project: San Vicente Creek Homes D.S. R. #02-98-0117

Date: June 10, 1998 By: R. Rafter Checked: *D. Towns*

Item No.	Work or Material	Estimated Quantity	Unit	Unit Price	Amount
1	Mobilization	Job	L. S.	\$5,000.00	\$5,000.00
2	Clearing & Grubbing	Job	L. S.	\$15,000.00	\$15,000.00
3	Control of Water	Job	L. S.	\$10,000.00	\$10,000.00
4	Compacted Fill	900	C. Y.	\$30.00	\$27,000.00
5	Rock Riprap	600	C. Y.	\$100.00	\$60,000.00
6	Gabions	80	C. Y.	\$350.00	\$28,000.00
7	Geotextile Fabric	900	S. Y.	\$5.00	\$4,500.00
8	Revegetation	Job	L. S.	\$10,500.00	\$10,500.00
9				TOTAL =	\$160,000.00
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					

Calif.

R. Ratten

6/08/98

San Vicente Creek Homes,

Davenport, CA

D.S.R # 02-98-0117

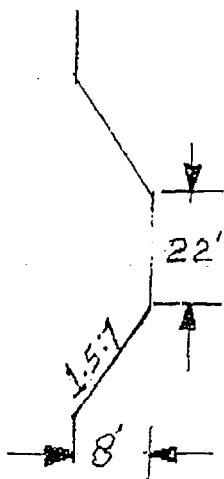
Damage Survey Report (Revised)

1

4

Roughness Characteristics
 Nat. Chole Geological
 Survey Water Supply
 Paper 1849 P. 66
 Ref. Hdbk of Hydraulics
 6th Ed. King/Broder
 Eq. 7-45, Table 7-11 p
 Pg 7-45 = K' value.

Ref Stone Stability Chart
 Hydraulic Design Chart
 712-1 (Sheet 1 of 2)
 Enr. 8-58, 9-70
 Corps of Eng.



I Streambank Protection

A Channel San Vicente Creek @ Davenport.

1. Channel Gradient $1\frac{1}{2}\%$ (Abney level)
2. Channel Width (bottom) 22'
3. " depth 8' @ flood stage
4. bank slope 1.5:1
5. n-factor = 0.039 USE 0.035
6. D/b ratio = 0.3636 USE 0.36
7. cross-sectional Area
8. $r = 5.35$ $T = 46$ ft
9. $K' = 0.319$
10. Specific Gravity $\gamma_s = 2.82$ $\gamma_w = 1.976$ ft³/ft³

B. Compute Channel Velocity & Capacity

1. Channel Velocity

$$Q = \frac{K' b^{8/3} S^{1/2}}{n} = \frac{(0.319)(22')^{8/3} (0.015)^{1/2}}{0.035}$$

$$= \frac{(0.319)(3839.45)(0.1225)}{0.035} = 4,286.75 \text{ cfs.}$$

2. Channel Velocity:

$$V = Q/A = \frac{4286.75 \text{ cfs.}}{272} = 15.76 \text{ f.p.s.}$$

C. Compute Loose Rock Riprap gradation from Stone Stability (Velocity vs. Stone Dia)

$$D_{50} = 1.5 \text{ ft} = 18 \text{ in.}$$

Rock Gradation

	USE.
$D_{100} = 2 \cdot D_{50} = 36 \text{ in.}$	36 in.
$D_{75} = 1.5 D_{50} = 27 \text{ in.}$	27 in.
$D_{50} = 1.0 D_{50} = 18 \text{ in.}$	18 in.
$D_{33} = 0.73 D_{50} = 13.14 \text{ in.}$	13 in.
$D_{10} = 0.3 D_{50} = 5.4 \text{ in.}$	5 in.

CALIF.

San VICENTE CREEK HOMES

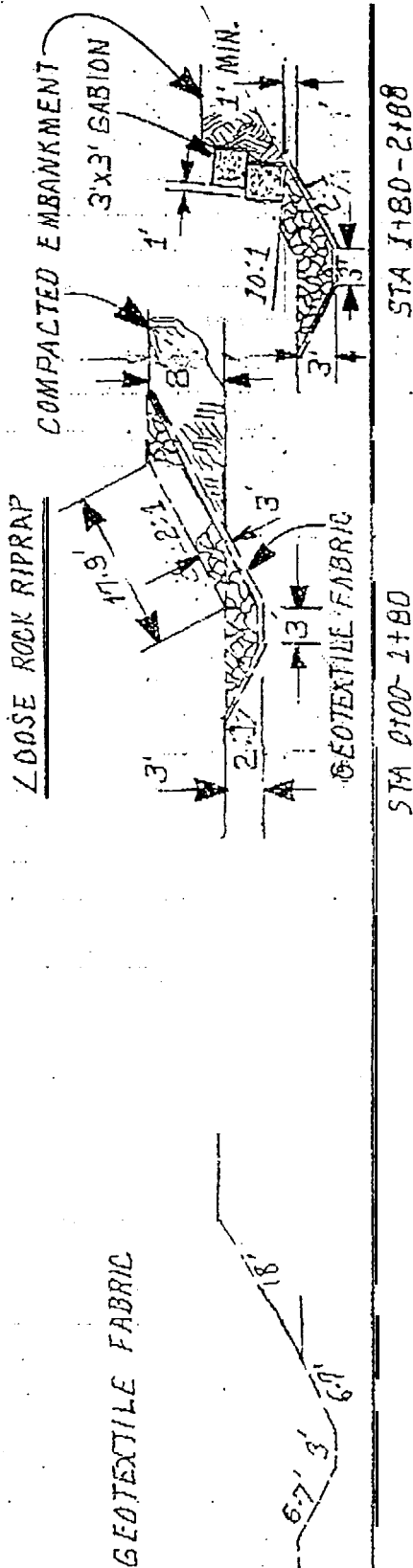
Davenport, CA

R. Rafter 6/08/98

D.S.R. #02-48-0117

Damage Survey IP: DIRT (IP: 150-1)

2 4



IV Quantity & Cost Estimate

A. Mobilization

1. Job Lump Sum.

\$ 5,000

B. Clearing & Grubbing

1. Job Lump sum

\$ 15,000

C. Control of Water

1. Job. Lump sum.

\$ 10,000

Note: Substantially the entire area
Narrow bottom width @
both ends, island in middle
of channel & reach.

D. Compacted fill

1. STA 0+00-0+50

$$\frac{15' \text{ ave} \times 50' \times 8'}{27 \text{ ft}^3/\text{yd}^3} = 223 \text{ yd}^3$$

2. STA 0+50-1+50

$$\frac{100' \times 6' \text{ ave} \times 18'}{27 \text{ ft}^3/\text{yd}^3} = 400 \text{ yd}^3$$

3. STA 1+50-2+58

$$\frac{108' \times 6' \times 8'}{27 \text{ ft}^3/\text{yd}^3} = 192 \text{ yd}^3$$

$$\underline{81,540}$$

USE 900 yd³

$$900 \text{ yd}^3 \times \$30/\text{yd}^3$$

\$ 27,000

CALIFORNIA

San Vicente Creek Homes

Davenport, CA

R. Rafter 6/08/98

D.S.R. #02-98-0117

Damage Survey Report (Revised)

3

4

E. Rock Riprap

1. Sta 0+00 - Sta 1+50

$$\frac{[(45' + 3') \times 3'] + (18' \times 3') \times 150'}{27 \text{ ft}^3/\text{yd}^3} = 450 \text{ yd}^3$$

2. Sta 1+50 - 2+58 Toe Rock-only

$$\frac{[(15' + 3') \times 3'] + (7' \times 1') \times 108'}{27 \text{ ft}^3/\text{yd}^3} = 136 \text{ yd}^3$$

$$586 \text{ yd}^3$$

$$\text{USE } 600 \text{ yd}^3$$

$$600 \text{ yd}^3 \times \$100/\text{yd}^3 = \$60,000$$

F. Rock filled Gabion baskets

Sta 1+80 - 2+88

$$\frac{3 \times 3 \times 2 \times 108 \text{ ft}}{27 \text{ ft}^3/\text{yd}^3} = 72 \text{ yd}^3$$

$$\text{USE } 80 \text{ yd}^3$$

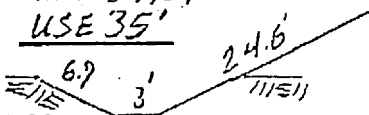
$$80 \text{ cu yd}^3 \times \$350/\text{cu yd} = \$28,000$$

NOTE: Sta 1+80 - 2+46
Existing gabion baskets
The Rock may be reused
New baskets needed
Sta 2+46 - 2+88 =
new baskets & rock

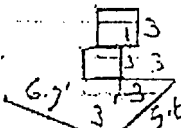
Sta 0+00 - 1+50

$$\text{Total} = 6.7' + 3' + 24.6' = 34.3'$$

USE 35'



Sta 1+50 - 2+88



$$\text{Total} = 6.7' + 3' + 15.6' + 3' + 3' + 1' + 3' = 25.3'$$

USE 26'

G. Geotextile Fabric

$$\frac{35' \times 150' + 26' \times 108'}{9 \text{ sq ft/sq yd}} = 895 \text{ sq yd}$$

$$\frac{5250 \text{ sq ft} + 2808 \text{ sq ft}}{9 \text{ sq ft/sq yd}} = 895 \text{ sq yd}$$

$$\text{USE } 900 \text{ sq yd}$$

$$900 \text{ sq yd} \times \$5/\text{sq yd} = \$4,500$$

CALIFORNIA

San Vicente Creek Homes

Davenport, CA

D.S.R. #02-98-0117

4

4

H. Revegetation

Job Lumpsum

\$10,500

Total

\$160,000

Fig. 16A-2 Rock size based on Far West States (FWS)-Lane method

$$D_s = \frac{3.5}{CK} w D S \quad D_s = D_{75} \text{ size rock in inches}$$

Notes:

1. Ratio of channel bottom width to depth (D) greater than 4.
2. Specific gravity of rock not less than 2.56.
3. Additional requirements for stable riprap include fairly well graded rock, stable foundation, and minimum section thickness (normal to slope) not less than D_s at maximum water surface elevation and $3 D_s$ at the base.
4. Where a filter blanket is used, design filter material grading in accordance with criteria in NRCS Soil Mechanics Note 1.

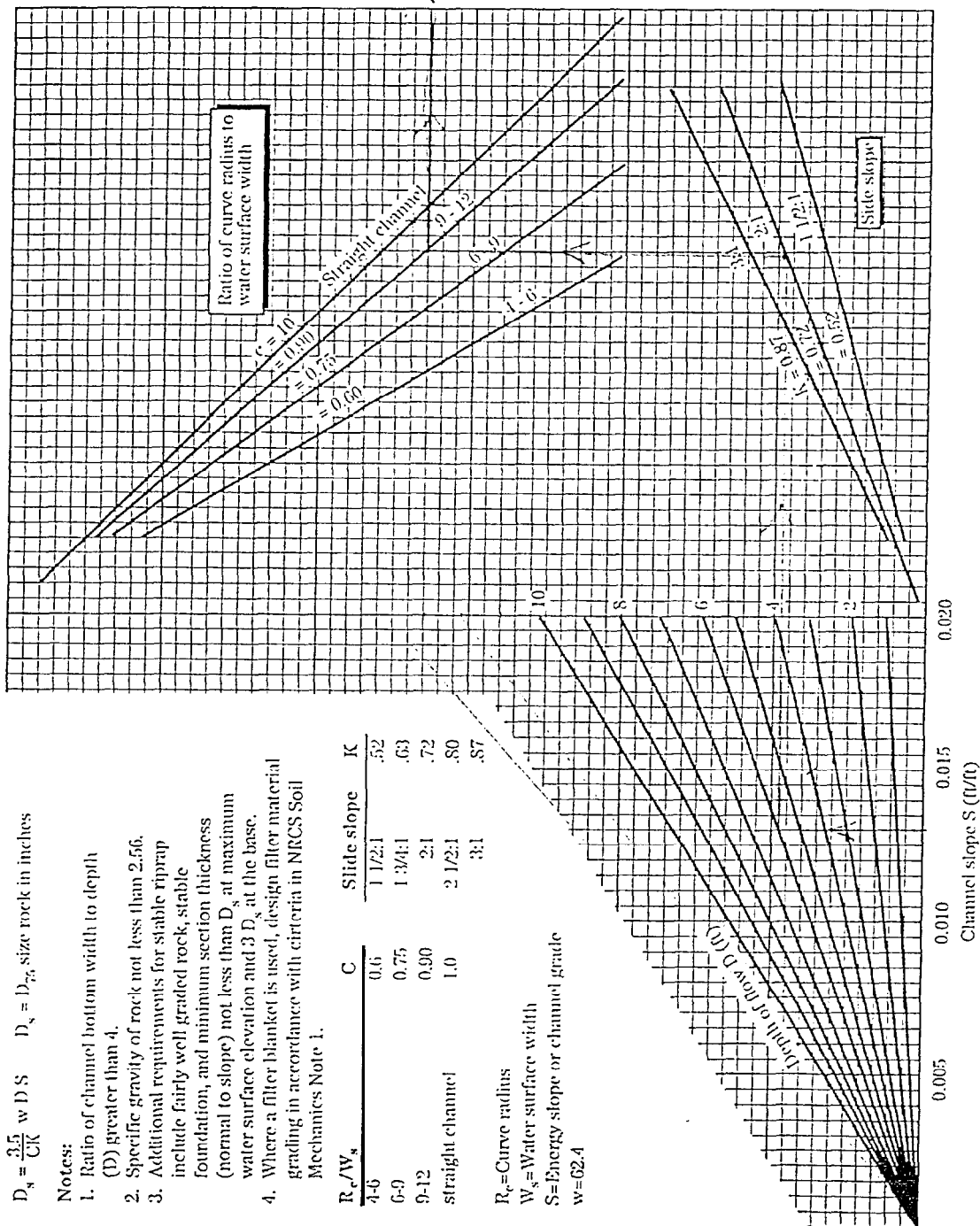
R_c/W_s	C	Slide slope	K
4-6	0.6	1 1/2:1	.52
6-9	0.75	1 3/4:1	.63
9-12	0.90	2:1	.72
straight channel	1.0	2 1/2:1	.80
		3:1	.87

R_c =Curve radius

W_s =Water surface width

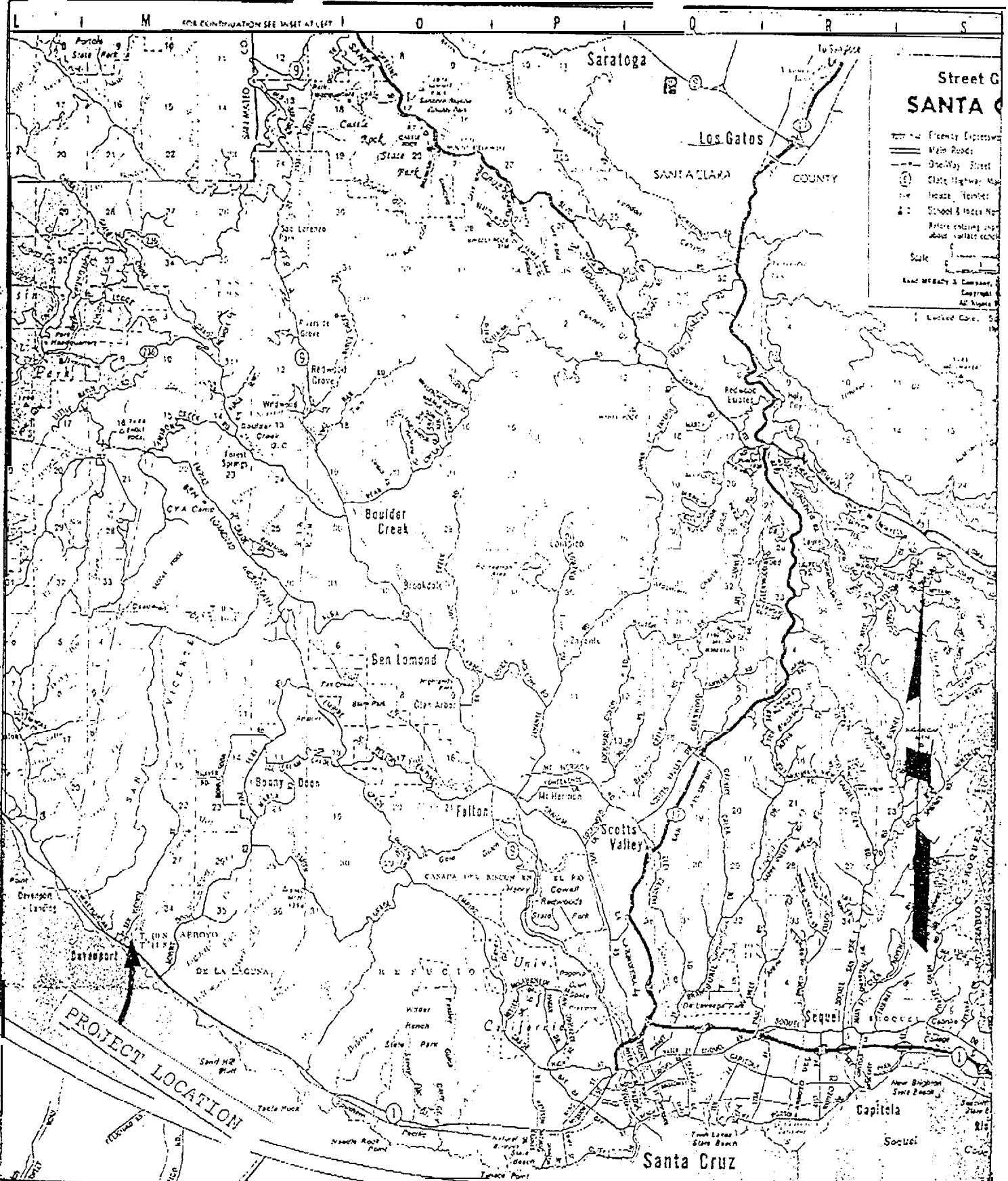
S =Energy slope or channel grade
 $w=62.4$

D_s (nominal diameter in inches). Size of rock for which 25% by weight is larger



Procedure

1. Determine the average channel grade or energy slope.
2. Enter fig. 16A-2 with energy slope, flow depth, and site physical characteristics to determine basic rock size.
3. Basic rock size is the D_{75} size.



SAN VICENTE CREEK HOMES
Davenport, CA

D.S.R. #02-98-0117

VICINITY MAP

U. S. DEPARTMENT OF AGRICULTURE ★ SOIL CONSERVATION SERVICE

Designed _____

Approved by: _____

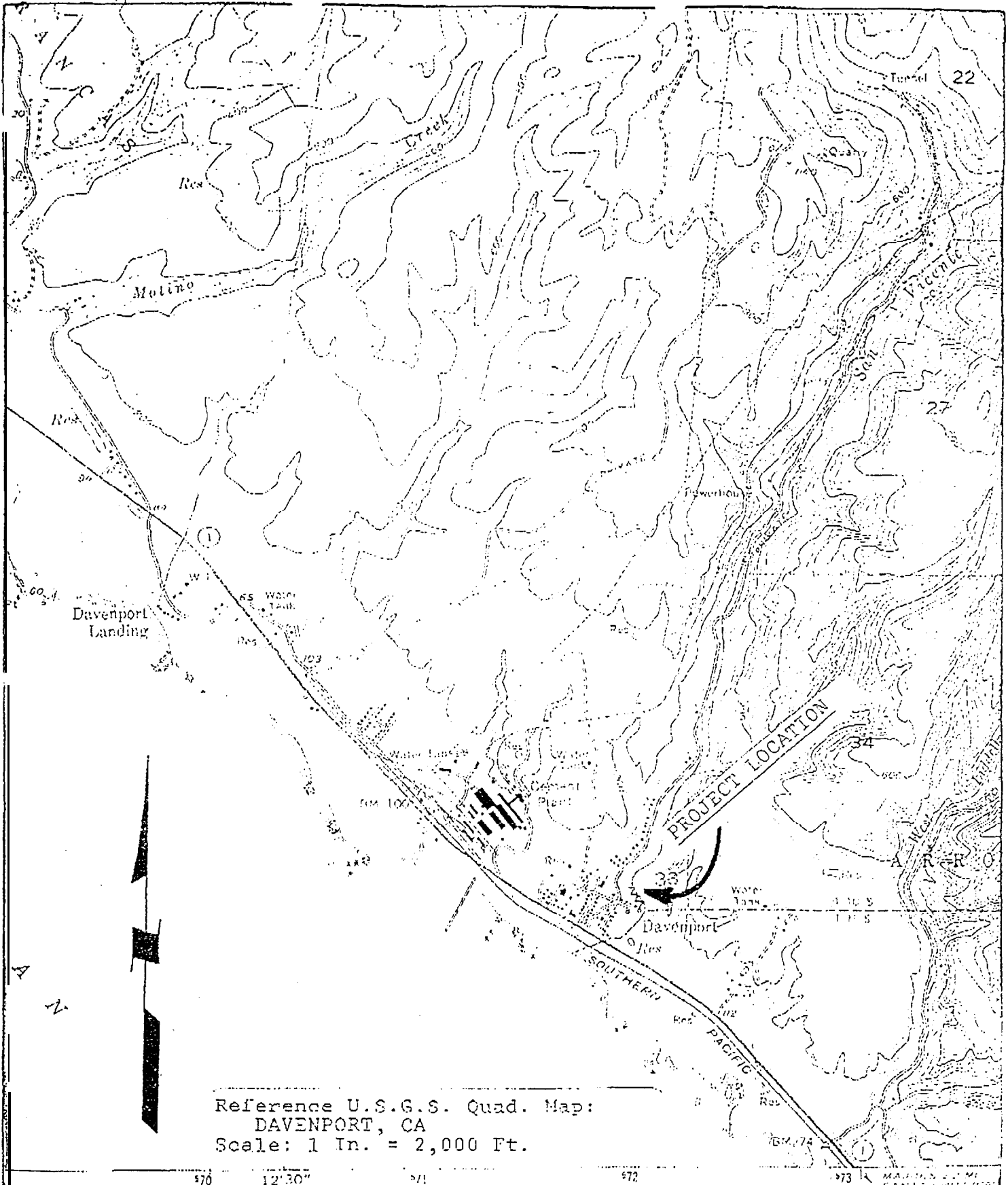
Title: _____

Checked _____

Job
Class _____

16

DRAWING NUMBER _____



SAN VICENTE CREEK HOMES
Davenport, California

D.S.R. #02-98-0117

LOCATION MAP

U. S. DEPARTMENT OF AGRICULTURE ★ SOIL CONSERVATION SERVICE

Designed _____

Approved by: _____

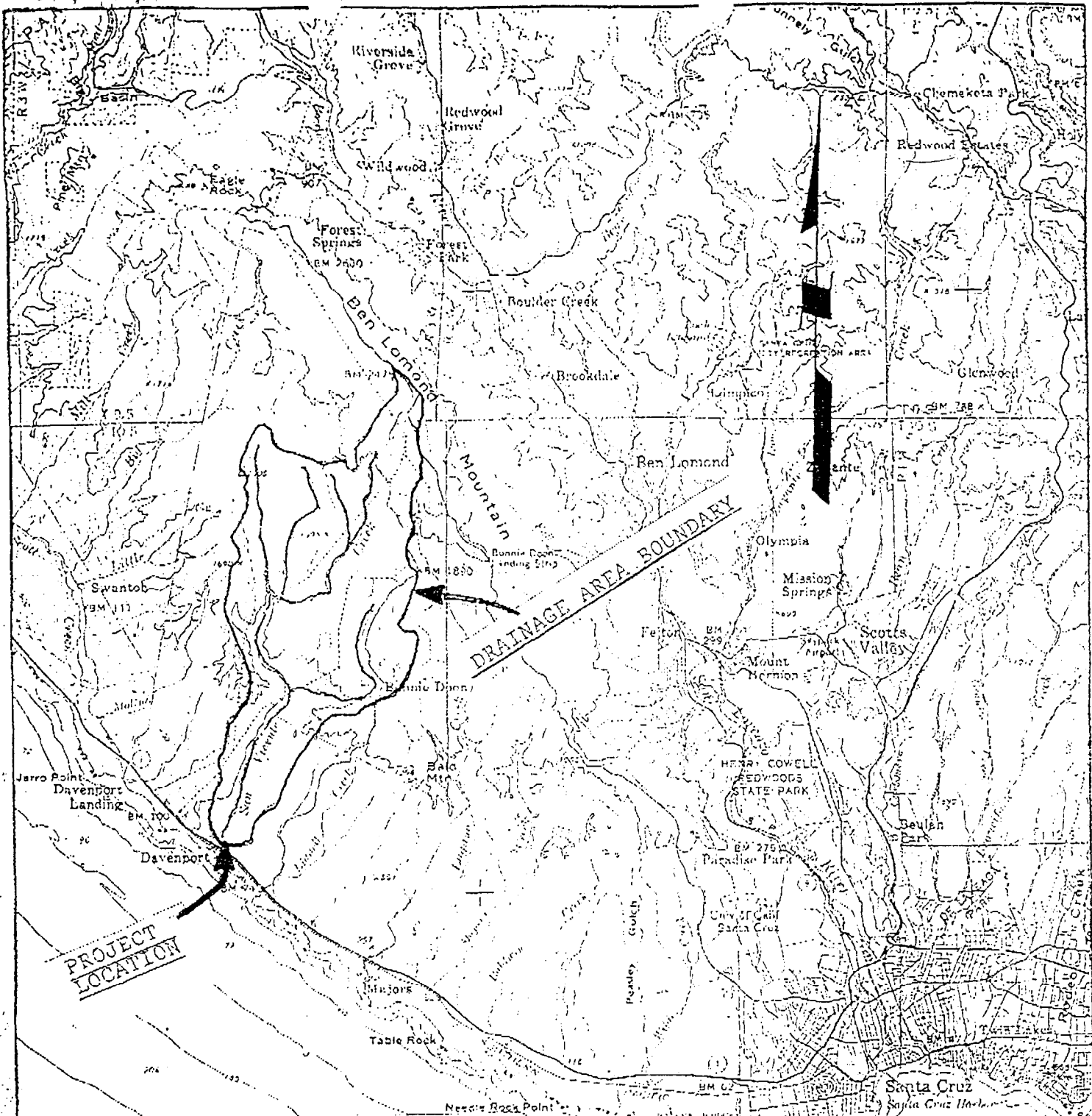
Title: _____

Checked _____

Job
Class: _____

17

DRAWING NUMBER _____



DRAINAGE AREA = 7,149 Acres
= 11.19 Sq. Miles

Reference USGS MAP: Sheet -3 of 3
SAN FRANCISCO BAY REGION
Scale: 1:125,000

SAN VICENTE CREEK HOMES
Davenport, California

D.S.R. #02-98-0117

DRAINAGE AREA MAP

U. S. DEPARTMENT OF AGRICULTURE ★ SOIL CONSERVATION SERVICE

Designed _____

DATE _____

Approved by: *[Signature]*

Title: *Area Eng*

03/19/98

Checked _____

DATE _____

Job (580)
Class: 18 IV

DRAWING NUMBER

Drawn Plan

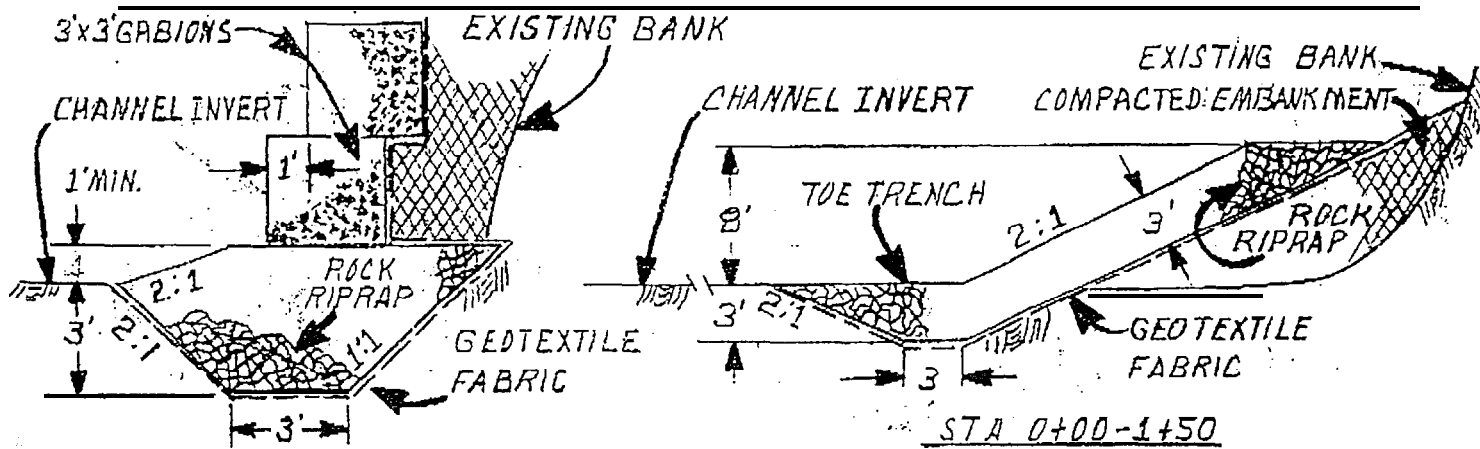
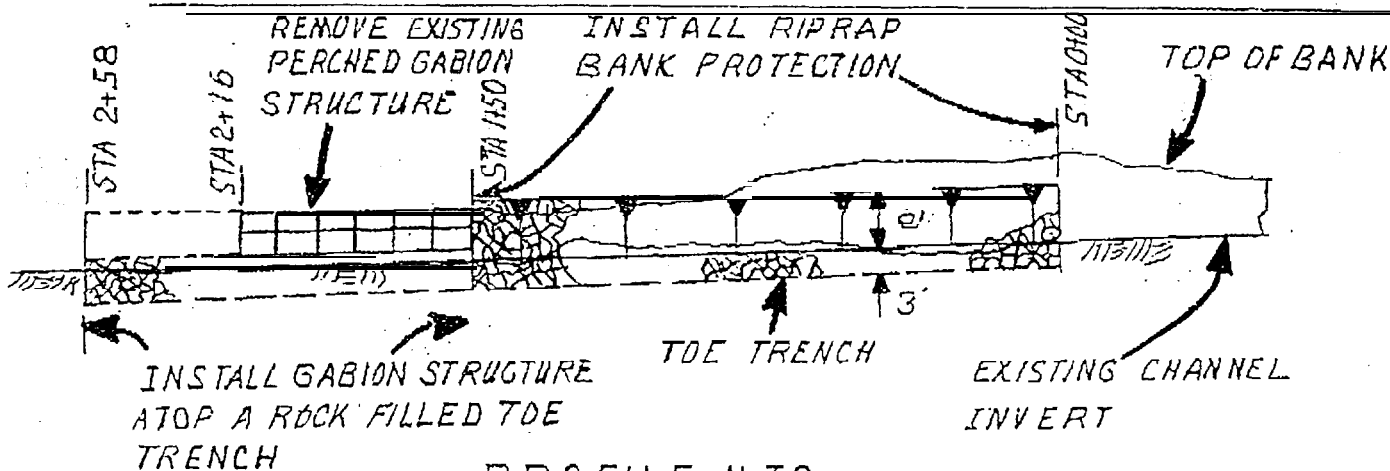
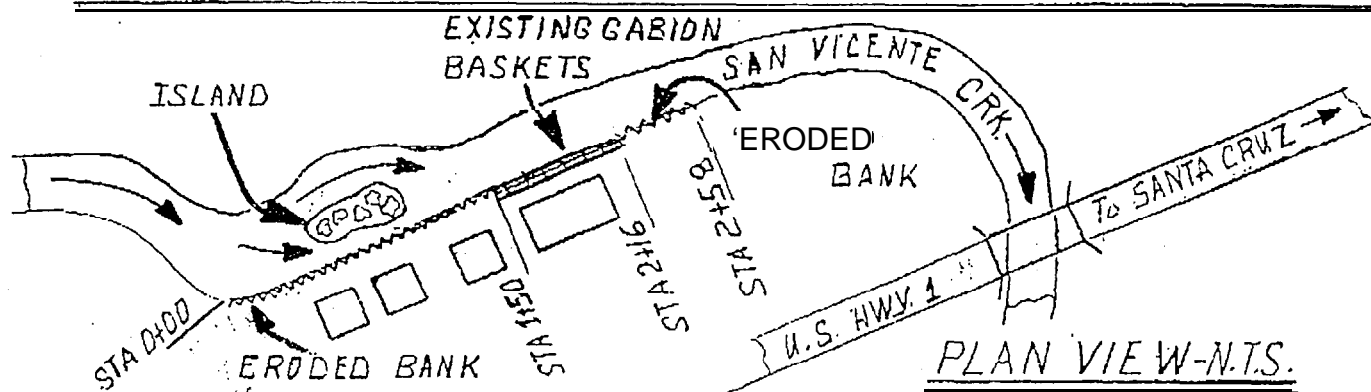
DSR 2-98-0117

Channel Name: San Vicente Creek Homes

Site

Channel Reach: At Davenport, California

Description of Damage: Recent flood flows have eroded the bank below 3 homes and undermined an existing section of gabion baskets below a commercial establishment.



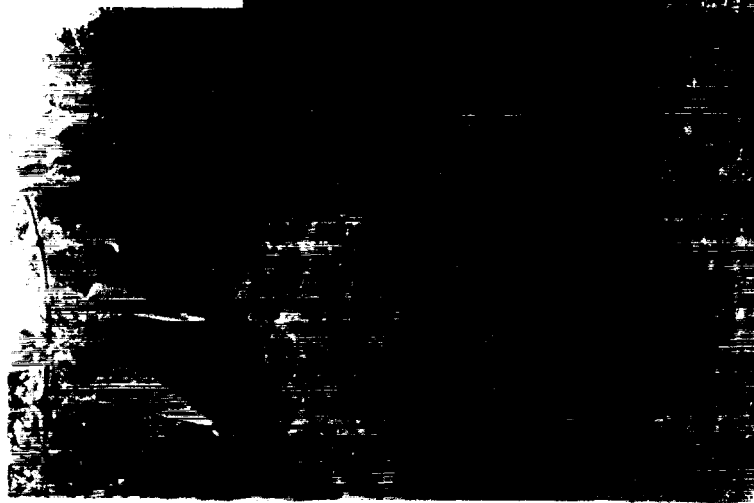
Cost Estimate \$160,000

Near Term Damage Estimate \$273,750

SAN VICENTE CREEK HOMES
SANTA CRUZ COUNTY
D.S.R. #02-98-0117

PHOTOGRAPH AT LEFT: VIEW UPSTREAM
PAST **THE EXISTING GABION STRUCTURE**
(STA 1+50 TO 2+16) TOWARDS THE LOWER
END OF THE ISLAND IN THE CHANNEL..
NOTE: **ERODED** AREA BENEATH THE **GABIONS**.

PHOTOGRAPH BELOW: **VIEW** DOWNSTREAM
PAST **ERODED AREA** (STATION 0+00 TO 1+50).
THE **UPPER** END OF THE ISLAND IS **JUST** BELOH
THE **GRAVEL BAR** IN THE FOREGROUND. **THE**
LOW FLOW CHANNEL IS AROUND THE **LEFT** SIDE
OF **THE ISLAND**.



COUNTY OF SANTA CRUZ

REQUEST FOR TRANSFER OR REVISION OF BUDGET APPROPRIATIONS AND/OR FUNDS

Department: Planning - SCF ZONE 4

Date: 7-29-98

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 1999

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6	89,000.00	92	043

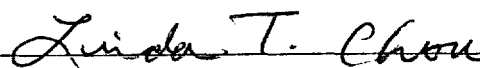
BATCH #	
DATE	Keyed By:

		T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *	
TRANSFER	TO	0,2,1	1,3,5,4,6,1	3,5,9,0		44,500.00	DPW Services	
	FROM	0,2,2	1,3,5,4,6,1	9,6,9,5		44,500.00	Contingencies	

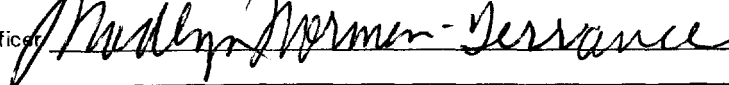
Explanation: To transfer funds from contingencies to provide for participation in the San Vicente Stream Bank protection project

Name  Title Fiscal Officer

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Auditor-Controller, by , Deputy Date 7/29/98

County Administrative Officer's Action: ☒ Recommended to Board ☐ Approved ☐ Not Recommended or Approved

County Administrative Officer  Date 7/29/98

State of California }
ss. As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for
County of Santa Cruz } transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order
duly entered in the minutes of said Board on

_____, 19____, BY _____, Deputy Clerk

(A-C)* Desc: _____ # _____ - Budget Transfer

Distribution: BRD. NAME AGENDA DATE ITEM NO.

White-Board of Supervisors Green-County Administrative Officer Goldenrod-Departmental Control Copy

Yellow-Auditor-Controller Pink-Originating Department

A-C Review		