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DEPARTMENT OF  
PUBLIC WORKS

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GOVERNMENTAL CENTER

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS



AGENDA: SEPTEMBER 22, 1998

071237

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COUNTY OF SANTA CRUZ

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701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 95060-4070

(831) 454-2160

FAX (831) 4542385

September 15, 1998

BOARD OF DIRECTORS- ZONE 6  
SANTA CRUZ COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: REDWOOD VILLAGE BUSINESS PROTECTION, DSR # 07-98-0117

Members of the Board:

During the past winter the United States Department of Agriculture Natural Resources Conservation Service (NRCS) prepared several Damage Survey Reports (DSRs) for locations throughout the County where streambank erosion or damage occurred due to high water and flooding. One such location is located in Flood Control District Zone 6 on Valencia Creek near Redwood Village in Aptos. A DSR in the amount \$11,000 was written (copy attached) to assist with clearing of downed trees and revegetation of a small portion of the streambank.

We have recently received from NRCS the Cooperative Agreement (copies attached) which establishes the project requirements and funding percentages for the local share. NRCS will fund 75 percent of the work and credit an additional 10 percent toward in-kind services. The estimated local share cash contribution is \$1,650.00.

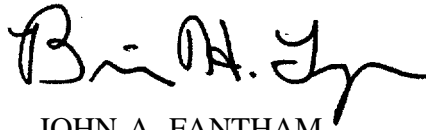
Similar to the other NRCS projects this past year, District staff is prepared to coordinate with the Supervisor's office, County Counsel, and the property owners to develop a property owners' agreement with the County. Although the details of the property owners' agreement have yet to be worked out, NRCS has requested that we execute the Cooperative Agreement to secure the funding for the work.

It is therefore recommended that your Board take the following action:

1. Authorize the District Engineer to sign the Cooperative Agreements for the Redwood Village Business Protection Project on behalf of the District.

2. Direct District staff to prepare a Property Owners' Agreement for the project and return to your Board for approval.

Yours truly,

  
For JOHN A. FANTHAM  
District Engineer

DJH:mg

Attachments

RECOMMENDED FOR APPROVAL,:



County Administrative Officer

copy to: Raymond Miller, NRCS  
Rich Casale, NRCS  
Rixon Rafter, NRCS  
County Counsel  
Public Works

**EMERGENCY WATERSHED PROTECTION  
DAMAGE SURVEY REPORT  
for  
REDWOOD VILLAGE BUSINESS PROTECTION**

**Santa Cruz County, California**

**DSR # 07-98-0117**

Prepared By

**USDA Natural Resources Conservation Service  
5161 Soquel Drive, Suite F  
Soquel, California 95073**

Sponsored By

**County of Santa Cruz  
Department of Public Works  
701 Ocean Street  
Santa Cruz, California 95060**

**March 29, 1998**

**EMERGENCY WATERSHED PROTECTION  
DAMAGE SURVEY REPORT  
For  
REDWOOD VILLAGE BUSINESS PROTECTION  
DSR #07-98-1530**

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Exhibit No. 5

Form CA-PDM-4 (2/96)

USDA NATURAL RESOURCES CONSERVATION SERVICE  
EMERGENCY WATERSHED PROTECTION  
DAMAGE SURVEY REPORT

Eligible	Yes	_____
Approved	No	_____
	\$	_____

\*\*\*\*\*

Reduced Damage Bas. Prot. DSR NO. 07-98-017

County of Santa Cruz, Public works  
(Applicant)

701 Ocean St., Santa Cruz, Ca. 95060  
(Address) (County)

\*\*\*\*\*

Channel Name: Valencia Creek Tributary (unnamed) Reach: @ Redwood Village, Aptos

Describe Damage: Streambank erosion is threatening a 500 ft stretch that includes homes and offices along a public roadway. At one location, approximately 200 cu. have slid into creek and top bank may threaten roadway.

\*\*\*\*\*

EVALUATION FACTORS:

	YES	NO	REMARKS
Threat to Life and/or Property. . . . .	<u>X</u>	_____	<u>Exigency</u>
New Hazard Created by this Event. . . . .	<u>X</u>	_____	
Beneficiaries - Number. <u>4</u> . . . . .	<u>X</u>	_____	<u>includes mult. office buildings</u>
Can Sponsor Obtain Cost Share, L.R., etc. <u>X</u> . . . . .	<u>X</u>	_____	<u>SPONSOR COST SHARE 25%</u>
Are other Local & State Funds Committed. <u>X</u> . . . . .	<u>X</u>	_____	<u>" " " "</u>
Cost of Emergency Work <u>\$ 11,000</u> . . . . .			
Near Term Benefits <u>\$ 23,875</u> . . . . .			
EWP Treatment: Code <u>062</u> Quan. <u>500 LF</u> Code _____ Quan. _____			
Code <u>005</u> Quan. <u>2.25 AC</u> Code _____ Quan. _____			

Remarks: Proposed work includes: debris removal, bank restoration and revegetation. May include the removal of a large tree that is leaning toward main road and potential threat to vehicular traffic. Local Contract requested.

Don Thilo 4/3/99  
Sponsor Representative

[Signature] 4/1/98  
SCS Representative

\*\*\*\*\*

REVIEW/APPROVAL:

SCE \_\_\_\_\_ SRC \_\_\_\_\_

ADM \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

State Conservationist Representative

\*\*\*\*\*  
ATTACHMENTS: (attachments A, B, C D & E must be completed & submitted with this DSR).

Location/Plan map . . . . .	A
Economic Defensibility. . . . .	B
Calculations/Cost 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 95060-4070

(408) 454-2160

FAX (408) 454-2385

April 3, 1998

HENRY S. WYMAN  
DEPUTY STATE CONSERVATIONIST  
NATURAL RESOURCES CONSERVATION SERVICE  
2121-C Second Street, Suite 102  
Davis, CA 95616

SUBJECT: EMERGENCY WATERSHED PROTECTION PROGRAM

Dear Mr. Wyman:

A great deal of damage has occurred in Santa Cruz County as a result of the recent disastrous storms. Staff has observed significant erosion problems along the creek and river banks in many areas of the county, some of which are so severe to create an unsafe situation for nearby residents. Three different sites have been identified as possibly qualifying for grant funding under the United States Department of Agriculture Natural Resource Conservation Service Emergency Watershed Protection Program. Two sites are located on the San Lorenzo River, one at Gold Gulch Drive near Felton and the other near Spring Creek Road just north of the town of Boulder Creek. The other site is located along a small tributary to Valencia Creek adjacent to Redwood Village in Aptos.

The purpose of this letter is to request that your agency conduct an assessment and damage survey of these sites for eligibility under the Emergency Watershed Protection Program. We appreciate your staff's responsiveness to our request for assistance. Please contact Steve Stiles at 454-2160 if you need any additional information from the County to get the process moving. Thank you for your support and assistance.

Yours truly,

*John A. Fantham*  
JOHN A. FANTHAM  
Director of Public Works

SHS:bbs

Copy to: Rich Casale, Natural Resource Conservation Service  
Supervisor Jeff Almquist  
Supervisor Walt Symons  
County Administrative Office  
Alvin James, Planning Director

**Exhibit No. 6**

Page 1 of 2

San Juan COUNTY

DSR NO. 07.98.0117

SPONSOR: Santa Clara County

PRIORITY NO: \_\_\_\_\_

RATIONALE OF SOCIAL/ECONOMIC DEFENSIBILITY  
PRICE BASE 1998

```
1. Properties Protected (Private)
```

Properties	Value (\$)	Depth Damage Factor*	Damage (\$)	Probability Factor**	Near Term Damage (\$)
TOTAL					0

● ☎ Curves)    \*\* (Probability of Occurrence)

## 2. Properties Protected (Public)

Sequel Dr.					
A Public Rd.					
Redwood Village					
<u>COVERED BRIDGE</u>					
				TOTAL	

### 3. Business Losses:

9083 Soque (Dr.	200,000	.5	100,000	.1	10,000.
9085 "	250,000	.2	50,000	.1	5,000.
9073 "	175,000	.1	17,500	.05	875.
Redwood					
VILLAGE					
Businesses					
1	100,000	.2	20,000	.1	2,000.
2	100,000	.3	30,000	.1	3,000.
3	100,000	.3	30,000	.1	3,000.
					# 23,875.

## Exhibit No. 6

Page 2 of 2

## RATIONALE OF SOCIAL/ECONOMIC DEFENSIBILITY CONT'D.

4. Benefits to Environmental Resources:  
(Address Quantities; net - & + effects; long term & short)

*Refer to the Environmental Evaluation checklist for details.*

5. a. Water Resources: *reduced sedimentation.*  
Effects on Water Quality: *reduced sedimentation*
- b. Effects on Water Quantities: *none*  
(water conservation benefits)
- c. Effects on Downstream Water Rights: *none*

## 6 Summary

- a. Present value of near term damages to be sustained: *\$23,875.*

- b. Estimated cost of emergency work:

*\$10,000.*

*c/b ratio  $\frac{23,875}{10,000} = 2.27$*

## 7. Recommendations:

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

Team Leader: *[Signature]*

Date: *4/1/98*

- 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 Effects:

Adverse Effects:

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

Team Leader

Date



USDA-NRCS  
~~EMERGENCY~~ WATERSHED PROTECTION

Summary of Measures Installed and Cost

Redwood Village      4-2-98      4-2-98      CA  
Event Date & N-@      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	_____
	Grade Stab. Structure:		
	015 New	Number	_____
	016 Repair	Number	_____
	Revegetation		
	017 Aerial seeding and/or fert.	Acre	_____
	019 Drill seeding and/or fert.	Acre	_____
019 Hand planting	Acre	_____	
Subtotal - Construction Cost			\$ <u>0</u>
<u>020</u>			
Critical Road	021 Diversion	Feet	_____
	Grade stab. structure:		
	022 New	Number	_____
	023 Repair	Number	_____
	024 Reshaping	Feet	_____
	025 Revegetate	Acre	_____
	026 Waterbar	Feet	_____
	Subtotal - Construction Cost		
<u>030</u>			
Dam or Reservoir (FRS or MPS)	031 Construct (new)	Number	_____
	032 Repair	Number	_____
Subtotal - Construction Cost			\$ <u>0</u>

W-CC246

Measure Category	Measure Installed	Units	Units Installed	Construction Cost
<u>040</u>				
Debris or	Basin or Dam			
Sed. Control	041 Construct (new)	Number	_____	_____
	042 Cleanout	Number	_____	_____
	043 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 Revegetate	Acre	_____	_____
	Subtotal - Construction Cost			-\$ <u>0</u>
<u>060</u>				
Stream or	061 Bank Stabilization	Feet	_____	_____
Surface Drain	062 Debris or sed. remov	Feet	<u>500</u>	<u>9,000-</u>
	Grade stab. structure:			
	063 New	Number	_____	_____
	064 Repair	Number	_____	_____
	065 Reshape	Acre	_____	_____
	066 Revegetate	Acre	<u>0 - 2 5</u>	<u>1,000-</u>
	067 Emergency Floodway	Feet	_____	_____
	Subtotal - Construction Cost			\$ _____
Other	<u>Mobilization</u>			<u>1,000-</u>
	Total Construction Cost			\$ <u>11,000-</u>

Compiled by

U.S. DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

## ENVIRONMENTAL EVALUATION

DSP # 07-98-0117

LANDUSER/PROJECT Redwood Valley Res. Prot.DATE 3/31/98SPONSOR Santa Cruz CountyFIELD OFFICE Sequoia, CACOUNTY Santa Cruz

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?)	0	0	0	
SOIL EROSION (Quantify if possible)	-	-	+	Reduction in streambank erosion.
SEDIMENTATION (Quantify if possible)	-	-	+	Less sediment in stream.
SOIL CONDITION (Compaction, salinity, fertility, etc.)	-	-	+	Brake soil to be replanted.
SURFACE WATER QUANTITY	0	0	0	
SURFACE WATER QUALITY	-	-	+	Less sediment in creek.
SUBSURFACE WATER QUANTITY	0	0	0	
SUBSURFACE WATER QUALITY	0	0	0	
AIR QUALITY	0	-	0	Equivalent emissions Disruptive construction.
VEGETATION ALTERATION (What is change?)	-	-	+	Some trees & plants may be removed but replanted.
*FLOODPLAIN	0	0	0	
*WETLANDS (Includes riparian)	-	+	+	Re-establishment of plants in riparian area.
FISH AND WILDLIFE HABITAT	-	-	+	Disruptive during construction. Less erosion in long term.
*THREATENED OR ENDANGERED SPECIES - Plants or animals	-	0	+	Improved habitat
*CULTURAL RESOURCES	0	0	0	
AESTHETICS (Appearance of landscape)	-	-	+	Existing conditions degraded. Improved w/ replanting to edge.
ECONOMICS	-	-	+	Protection of property values in long term.
OTHER	0	0	0	

1/ Use for individual practices, RMS, conservation or treatment unit, or EWP, RC&amp;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 damage will continue to erode banks and value to homes.
2. ~~Regrade streambank and install riprap or engineered structures.~~  
Remove debris in channel & revegetate.
3. Regrade & revegetate.

Conclusion: #2 & revegetate will provide cost effective protection and safety against recurrence. 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.

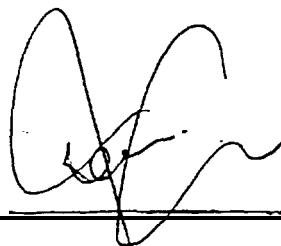
☐ Continue evaluation for further information, Landuser will be informed not to proceed with work until evaluation is completed.

☐ Evaluation indicates significant adverse environmental effects will result. Explore other alternatives.

REMARKS:

The most environmentally sensitive project will be installed to protect property, homes and lives from any future hazard of streambank erosion.

PREPARED BY:

 3/2/98

SCS-ENG-6  
March, 1973

U.S. Department of Agriculture  
Soil Conservation Service

# UTILITY CHECK SHEET

Reference Engr. Memo-73

Farm Name Redwood V. Arge Bus Prot. Location Aptos, CA

Utilities Involved and Location: site is located in an urban environment. Possible underground utilities in project area.

Landowner or operator notified Who By Whom

How Work to be done Streambank Protection Date: FY-98

Utility Company Notified: Who By Whom

How Date:

Request to locate utility When:

Work to be done Request for Company representative to be present

Utility marked or staked Date:

Representative present during construction How Date

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 final design process  
And prior to any construction.

Note: Contact the Underground Service Alert office at: 1-800-642-2444 for information regarding location of underground utilities

Signature

000250

ENGINEER'S COST ESTIMATE

Project: Redwood Village Creek Clearing

Date: 4/2/98

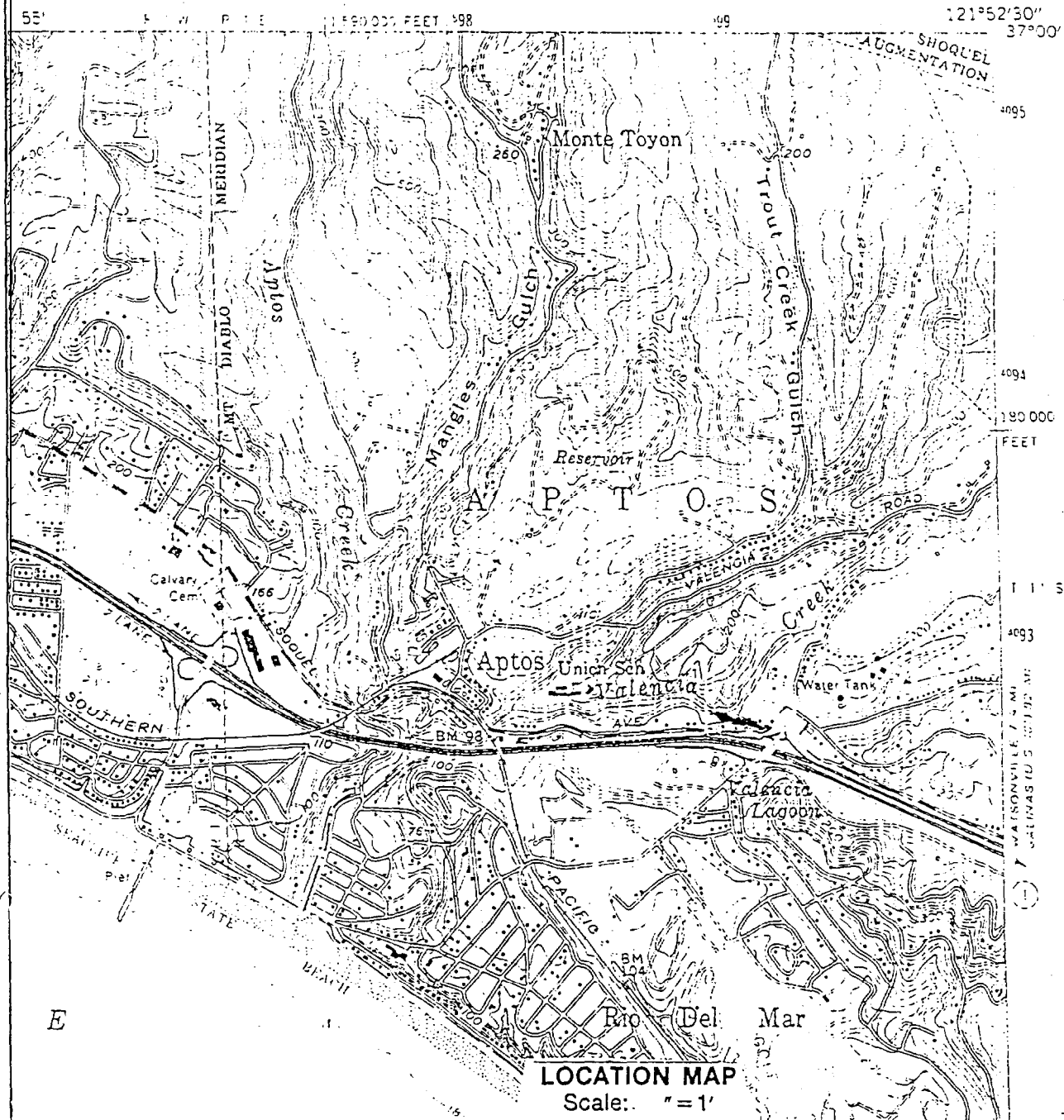
By: GRN

Checked: \_\_\_\_\_

Item No.	Work or Material	Spec. No.	Estimated Quantity	Unit	Unit Price	Amount
1	Mobilization		Job	LS	2,000-	1,000-
2	Clearing + Snagging (Hand)		500'	Ft.	6-	3,000-
3	Clearing + Snagging (Equip.)		300	Ft.	20-	6,000-
4	Revegetation		0.25	Ac.	4,000-	1,000-
5						
6				Total	\$	11,000-
7						
8						
9						
10						
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



4-00251

SOQUEL QUADRANGLE  
CALIFORNIA—SANTA CRUZ CO.  
7.5 MINUTE SERIES (TOPOGRAPHIC)  
NW 1/4 CAPITOLA 15' QUADRANGLE



### LEGEND

Redwood Village Business Protection.  
~~damaged~~ creek.

-  Field Boundary  
 Improved Road  
 Farm Road  
 Building  
 Natural Channel

U.S.G.S. Quad Name Soquel

Drawn by: \_\_\_\_\_

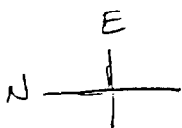
Date drawn: \_\_\_\_\_

## PRACTICE

PRODUCER \_\_\_\_\_

ACP FARM NO. \_\_\_\_\_

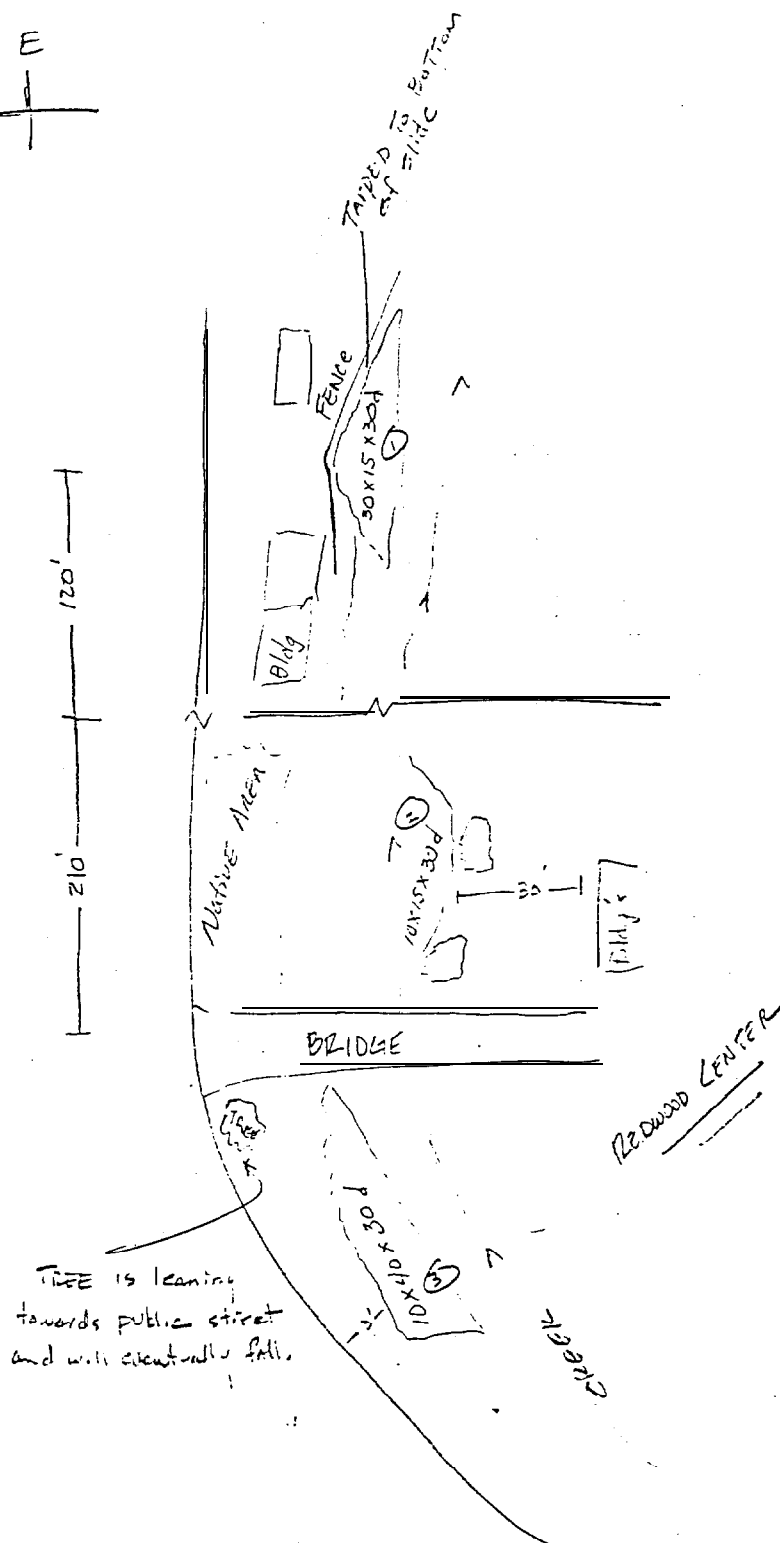
COUNTY 4



00252

DAMAGE EXTENTS

- 1 - 500 cy of bank lost.
- 2 - 170 cy " " "
- 3 - 450 cy " " "
- 1120 cy of bank lost



REDWOOD Village  
DSR# 07.98-0117

SITE MAP & DAMAGE APPROXIMATES  
DOT TO SCALE

U.S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

Designed:

Date:

Approved:

Title:

Engr

Class:

Drawing No.:

Date

17

13

44



# REDWOOD VILLAGE

## BUSINESSES PROTECTION

DSR#07-98-0117

Eroded Streambanks to be revegetated with woody **cutting**. Some hand shaping of **bank** where possible.

NOTE: Out of view in both photos is about 200-300 cubic yards of debris obstructing flows and threatening businesses in the unnamed channel below.

In the photo below a very large redwood tree has slipped down the bank and into the channel completely blocking the channel and endangering Redwood Village Business, A covered bridge and a County road.

This project will remove debris from approximately 500 lf of channel and reestablish woody vegetation on eroded streambanks





United States  
Department of  
Agriculture

Natural  
Resources  
Conservation  
Service

2121-C 2nd Street, Suite 102  
Davis, CA 95616  
(916) 757-8237  
FAX (916) 757-8381

0000254

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September 10, 1998

Santa Cruz County Department of Public Works  
Attention: Mr. Donald J. Hill, Senior Civil Engineer  
701 Ocean Street, Room 410  
Santa Cruz, California 95060

Dear Mr. Hill:

It appears the copies sent to you on April 15 got misplaced in the mail. Enclosed are additional copies of the project agreement for the Redwood Village Business Protection Emergency Watershed Project, DSR. 07-98-0117, for completion and concurrence by the appropriate person(s). Please secure the necessary signatures and return at least two copies of the agreement for execution by the Natural Resources Conservation Service (NRCS).

Please complete and return one copy of the enclosed Form, SCS-ADS-78, Assurances and Certification Relating to Real Property Acquisition for this project. NRCS cannot sign the agreement to obligate federal funds until this form has been completed and received with the agreement.

Sincerely,

RAYMOND MILLER  
Contract Specialist

cc:

Mr. Carter D. Christenson, Area Conservationist, USDA, Natural Resources Conservation Service,  
Salinas AO, California  
Mr. Charles K. Davis, State Conservation Engineer, USDA, Natural Resources Conservation Service,  
Davis, California  
Ms. Susan K. Tharp, Acting State Administrative Officer, USDA, Natural Resources Conservation  
Service, Davis, California  
Mr. Richard J. Casale, District Conservationist, USDA, Natural Resources Conservation Service,  
Soquel, California  
Mr. Rixon J. Rafter, Project Engineer, USDA, Natural Resources Conservation Service, Half Moon  
Bay, California  
Mr. Douglas W. Toews, Area Engineer, USDA, Natural Resources Conservation Service, Santa  
Maria, California

## ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

- 
- A. **PURPOSE** — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
- 

- B. **PROJECT MEASURES COVERED** —

Name of project \_\_\_\_\_

Identity of improvement or development \_\_\_\_\_

Location \_\_\_\_\_

---

- C. **REAL PROPERTY ACQUISITION ASSURANCE** —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

---

- D. **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS** —

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

---

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, NRC-S 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 **\$11,000.00**.

*Clearing and removal of debris obstructions and revegetation from 500 lineal feet of stream channel along Valencia Creek, DSR # 07-98-0117.*

**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 **10 percent** for in-kind services of the final cost of construction toward the Sponsor's cost share. In-kind services approved are for designing and inspecting the project. The Sponsor's cash contribution is **15 percent** of the cost of

performing the works of restoration described in Section A.  
The Sponsor's cash contribution is estimated to be \$1,650.00.

2. The following individual is designated as the liaison between the Sponsor and NRCS.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(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.

**C. NRCS will:**

1. Provide 85 percent of the cost of constructing the emergency watershed protection measures described in Section A which includes **10 percent** approved for in-kind services toward the Sponsor's 25 percent cost share. This cost to NRCS is estimated to be **\$9,350.00**. 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. The following individual is designated as the liaison between the Sponsor and NRCS.

Rixon Rafter, Project Engineer

(Name)

785 Main Street, Suite. C

Half Moon Bay, California 94091

(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. Assurances 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,

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Contractor

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Signature

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Title

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Date

VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT 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);
    - iii) 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 Contract'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.
- 1. 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).