



County of Santa Cruz

PLANNING DEPARTMENT

701 OCEAN STREET, 4TH FLOOR, SANTA CRUZ, CA 95060
(831) 454-2580 FAX: (831) 454-2131 TDD: (831) 454-2123

ALVIN D. JAMES, DIRECTOR

February 17, 1999

AGENDA: March 2, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

KINGS CREEK WATER QUALITY MONITORING

Members of the Board:

On December 15, 1998, your Board approved the Kings Creek Road Erosion Control and Sediment Reduction Project. This project has been funded by the California Department of Fish and Game as a fisheries enhancement grant. A requirement of the Fish and Game grant is that the project be monitored for water quality to assess the benefits of the project.

In January, 1999, the Department worked with Purchasing and sent our Requests for Proposals for the monitoring portion of the project to six consultants. The Department received four responses and one bid proposal; three vendors declined to bid. The one proposal was from Mitchell Swanson Hydrology and Geomorphology of Santa Cruz for \$11,500 over the three year monitoring period. This proposal is acceptable with regards to fulfilling the obligation for monitoring as required by the grant.

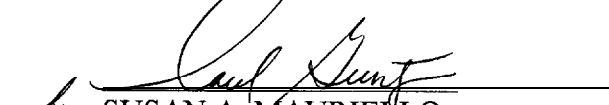
It is therefore RECOMMENDED that your Board:

1. Authorize the Planning Director to execute the contract for monitoring with Mitchell Swanson Hydrology and Geomorphology in the amount of \$11,500; and
2. Direct that this contract be placed on the 1999-2000 Continuing Agreements List.

Sincerely,

RECOMMENDED:


ALVIN D. JAMES
Planning Director


SUSAN A. MAURIELLO
County Administrative Officer

Attachments: 1. ADM-29 and Independent Contractor Agreement
2. Monitoring Proposal, dated 1/27/99, Mitchell Swanson Hydrology and Geomorphology

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

ATTACHMENT 1

166

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

Planning

[Signature] (Signature) 2/11/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Santa Cruz County Flood and
1. Said agreement is between the Water Conservation District - Zone 4 (Agency)
and Mitchell Swanson Hydrology & Geomorphology, 835 Cedar St., Santa Cruz, CA95060 (Name & Address)
2. The agreement will provide hydrologic and sediment monitoring for Kings Creek Road project.
3. The agreement is needed because the County cannot provide the service.
4. Period of the agreement is from March 2, 1999 to June 30, 1999
5. Anticipated cost is \$ 11,500. (Fixed amount; ~~Monthly rate; Not to exceed~~)
6. Remarks: to be placed on 1999-2000 list of Continuing Agreements.

7. Appropriations are budgeted in 135461 UCL07215 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. _____ Date _____
~~are not~~ will be

GARY A. KNUTSON, Auditor-Controller

By _____ Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Planning Director to execute the same on behalf of the Santa Cruz County Flood and
Water Conservation District-Zone 4 (Agency). County Administrative Officer

Remarks: _____ (Analyst) By _____ Date _____

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement 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 _____ County Administrative Officer
_____ 19 ____ By _____ Deputy Clerk

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 2nd day of March, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Mitchell Swanson Hydrology and Geomorphology, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

Monitor pre and post project water quality, streamflow, and bedload from the project area on Kings Creek Road as proposed in Attachment 1.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Payment not to exceed \$11,500 to be paid per the completion of the specific tasks as detailed in Attachment 2.

3. TERM. The term of this contract shall be:

The term of the contract is from March 2, 1999 to June 30, 2001.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

~~INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.~~
CONTRACTOR shall exonerate, indemnify defend and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here

_____/_____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here

_____.

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here

_____/_____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____/_____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail

coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County Planning Department
Attention: Fiscal
701 Ocean Street
Santa Cruz, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County Planning Department
Attention: Fiscal
701 Ocean Street
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, 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, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY

conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

Attachment 1, Monitoring Proposal dated 1/27/99
Attachment 2, Monitoring Proposal Budget

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

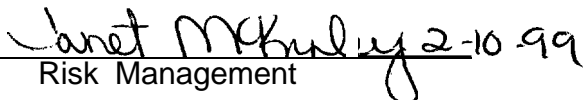
By: 

By: _____

Address: 835 Cedar St.
Santa Cruz, CA 95060

Telephone: (831) 427-0288

2. APPROVED AS TO INSURANCE:

By:  2-10-99
Risk Management

3. APPROVED AS TO FORM:

By: Dee Se
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

FMTICA

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. _____ dated _____,
by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and
(hereinafter called CONTRACTOR) is amended to read as follows:

_____/Reduction in -Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective _____
date

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____

By: _____

9/92

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated _____, by
and between County of Santa Cruz (hereinafter called COUNTY) and
_____ (hereinafter called
CONTRACTOR) is amended to read as follows:

_____/____ 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirement of said Agreement by waiving same.

_____/____ 2. Teacher,- Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved, or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

_____/____ 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows:

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective _____
date

COUNTY OF SANTA CRUZ

CONTRACTOR

B Y _____

B y _____

Attachment B

Contract No.

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

_____/_____Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

_____/_____Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Sub-paragraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

_____/_____Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective _____
date

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____

BY: _____

Mitchell Swanson

Hydrology & Geomorphology

835 Cedar Street Santa Cruz, California USA 95060
 phone: 831-427-0288 fax: 427-0472 email: swanson@swansonh2o.com

January 27, 1999

Mr. Matt Baldzikowski
 Resource Planner
 Santa Cruz County Planning Department
 701 Ocean Street
 Santa Cruz, CA 95060

RE: Hydrologic and sediment monitoring for Kings Creek Road Project

Dear Matt,

Swanson Hydrology and Geomorphology would like to submit this proposal to assist the County of Santa Cruz with hydrology and construction-monitoring services for the Kings Creek Road Project. As you know, we are already engaged by the County to conduct extensive field monitoring of sediment sources and stream conditions for the development of the San Lorenzo River Sediment TMDL Study, and have begun this winter's investigation of erosion sources and road conditions in the **Zayante/Bean** Creek subwatersheds. Our local presence and familiarity with the Kings Creek Road project site will provide the county with expedient service and reliable storm monitoring coverage. In addition, data developed in Kings Creek will be immediately **useful** in the TMDL studies analysis of sediment yields from roads.

Based on our ongoing experience in the area, have developed a road-sediment monitoring plan for the Kings Creek Road Improvement Project that spans three years, focuses on sampling road generated runoff and includes the re-establishment of the discontinued USGS Kings Creek partial record gaging station. Recent observations have revealed that the upper staff plate remains visible at the USGS gage site. The lower staff may be present, but buried.

Culverts proposed for sampling were identified in the field by Gary Kittleson, Swanson Project Manager, and Dave Hope, County Resource Planner on December 7, 1999. During the most recent runoff generating storms, Swanson staff visited the site to assess the local runoff patterns, relative to road culverts and **upslope** sediment sources. Based on these storm period observations, Swanson Hydrology staff conducted a preliminary round of sampling on January 20, 1998 during a one-inch event that followed over eight inches of antecedent rainfall. We have treated these **pre-construction** samples and have stored them for later lab analysis.

The primary tasks associated with the three-year program are listed below:

TASKS:

1. Re-establish partial record hydrologic gaging at USGS Kings Creek Gage (Sta. 11160036)

- **Re-establish lower staff plate at or near the original gage location (Year 1999)**
 - Swanson staff provides technical oversight.
 - County provides construction materials and labor.
 - Channel and benchmark survey conducted collaboratively by County Surveyor and Swanson staff.
- **Perform flow measurements at gage (Years 1999, 2000, and 2001)**
 - 6-8 total measurements will be conducted before, during and **after** road improvement project during calendar years **1999, 2000** and 2001. During Year 1999 monitoring, we plan on visiting the gage site twice prior to construction, and thereafter in response to rainfall runoff events. During the Years 2000 and 2001 monitoring efforts we will visit the gage once each year for low flow measurements prior to the onset of rainfall; and thereafter, in response to storm events for a total of 6-8 visits per year.
 - Swanson Hydrology will develop updated cross-sections and rating curve(s) for Kings Creek gage. Cross sections will be completed during flow measurements using the **topset** wading rod and Price AA (or pygmy) flowmeter. A general rating curve will be developed, as data becomes available. **Shifts** in the gage rating may occur during and after major storm events. Due to limits in budget, the rating curves that will be developed under this authorization should be considered provisional and subject to revision. Refinement of rating curves will be conducted in the second and third year gaging programs, and may be supplemented by other gaging activity under other projects and authorizations.
- **Conduct suspended sediment, bedload and turbidity sampling at gage, (Years 1999, 2000, and 2001)**
 - Field sampling to be conducted by Swanson staff during 6-8 gage visits each year.
 - Standard DH-48, DH-49, and Helley-Smith samplers will be used.
 - Turbidity lab analysis to be done by County Environmental Health Department Lab.
 - Bedload** sampling and processing to be conducted by Swanson **staff**.
 - Suspended sediment samples to be sent to Soil Control Lab in Watsonville.

2. Sample storm runoff in Kings Creek above and below road improvement project for turbidity, suspended sediment and bedload. (Years 1999, 2000, and 2001)

- Swanson staff will sample storm runoff at **6-8** culverts in project reach subject to improvement and/or replacement.

-**Over** twenty culverts were initially identified for repair or replacement during our initial field assessment of the project reach.

-**Inside** ditch collector culverts and **tributary** crossing culverts have been selected in the field by Swanson **staff** familiar with proposed road improvements. Selected culverts avoid debris flow contributions and significant **upslope** sources.

-Swanson **staff will** conduct first year suspended sediment and turbidity sampling of runoff by grab-sample and DH-48 depth integrated sampler during local rainstorms.

-Swanson Hydrology, with possible assistance of county **staff**, will conduct subsequent years' sampling (Years 2000 and 2001).

-Storms occurring before, during, and after road and drainage improvements will be sampled.

-Turbidity lab analysis to be done by County Lab.

-Suspended sediment samples to be sent to Soil Control Lab in Watsonville.

3. Track and compile local rainfall events (Years 1999, 2000, and 2001)

-Local rainfall gages available online include Chalks, Ben Lomond, and Shulties Road.

-Other local rainfall/Alert Gages will be used, as available.

4. Complete data compilation and Annual Monitoring Report (Years 1999, 2000, and 2001)

-**Annual** Report to be completed by Swanson Hydrology and Geomorphology upon completion of each calendar year monitoring period.

-Delivery date of annual monitoring report to be based on grant reporting requirements.

Schedule

January 28, 1999 (or upon authorization) through January 1, 2002

Summary

Total cost to monitor the Rings Creek Road Improvement Project for 1999 calendar year is **\$6,885**. Follow-up monitoring for the subsequent two years is estimated at \$2,300 per year or \$4,615 for years 2000 and 2001. Subsequent monitoring will be conducted during years 2000 and 2001 at the monitoring locations established by County **staff** and Swanson Hydrology at the **onset** of 1999 monitoring. **The overall monitoring costs for the three-year monitoring period is \$11,500 (Calendar years 1999, 2000, and 2001).**

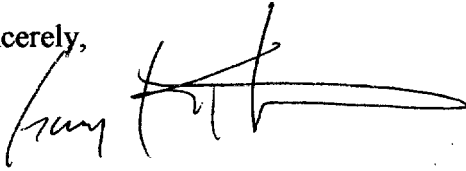
Provisional data will be made available to the County upon request. Provisional data will be available to existing contractors, prospective consultants and other interested parties following authorization by the County of Santa Cruz Planning Department.

Proposed labor costs and project expenses for Year 1999 monitoring are detailed in the attached Tables 1 and 2. We have separated out the Year 1999 monitoring budget to reflect monitoring site set up costs. Projected labor costs and project expenses for the

second and third year monitoring program are outlined in Tables 3, 4, 5 and 6. We anticipate that Year 2000 and 2001 monitoring will be limited to sampling at the established monitoring locations, and may be supplemented by County staff efforts or other finding sources.

We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Kittleson", with a long horizontal stroke extending to the right.

Gary Kittleson
Senior Hydrologist
Swanson Hydrology and Geomorphology

Table 1. Kings Creek Road Improvement Monitoring, Year 1999- Anticipated Staff Hours by Task

Major Tasks	Labor Costs For Task
TASK 1: Re-establish and Monitor Kings Creek Gage for flow and sediment	\$2,470
TASK 2: Sample runoff above and below project	\$2,260
TASK 3: Track and compile local rainfall events	\$450
TASK 4: Annual Monitoring Reports	\$830
1999 labor subtotal	\$6,010

Table 2. Direct Expenses

Direct Expenses	
Mileage	\$35.00
Swanson field equipment expenses: flagging, rebar, sample bottles	\$40.00
Suspended sample processing at Soil Control Lab (30 samples at \$20 per sample, delivered)	\$800.00
1999 expense subtotal	\$875.00
1999 Total	\$6,885.00

Table 3. Kings Creek Road Improvement Monitoring, Year 2000- Anticipated Staff Hours by Task

Major Tasks	Labor Costs For Task
I'ASK 1: Re-establish and Monitor Kings Creek Gage for flow and sediment	\$600
I'ASK 2: Sample runoff above and below project	\$860
I'ASK 3: Track and compile local rainfall events	\$215
I'ASK 4: Annual Monitoring Reports	\$300

2000 labor subtotal \$1,975

Table 4. Direct Expenses

Direct Expenses	
Mileage	\$20.00
Swanson field equipment expenses: flagging, rebar, sample bottles	\$15.00
Suspended sample processing at Soil Control Lab (15 samples at \$20 per sample, delivered)	\$300.00

2000 expense subtotal \$335.00

2000 Total \$2,310.00

Table 5. Kings Creek Road Improvement Monitoring, Year 2001- Anticipated Staff Hours by Task

Major Tasks	Labor Costs For Task
TASK 1: Re-establish and Monitor Kings Creek Gage for flow and sediment	\$600
TASK 2: Sample runoff above and below project	\$860
TASK 3: Track and compile local rainfall events	\$215
TASK 4: Annual Monitoring Reports	\$300
2001 labor total	\$1,975

Table 6. Direct Expenses

Direct Expenses	
Mileage	\$15.00
Swanson field equipment expenses: flagging, rebar, sample bottles	\$15.00
Suspended sample processing at Soil Control Lab (15 samples at \$20 per sample, delivered)	\$300.00
2001 expense subtotal	\$330.00
2001 Total	\$2,305.00