



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

0597

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(631) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

AGENDA: JUNE 12, 2001

June 3, 200 1

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: STATE OF CALIFORNIA RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME GRANT FUNDING
AGREEMENT NO. PO085027 FOR COASTAL SALMON RECOVERY
BONNY DOON ROAD STORM DAMAGE REPAIR PROJECT
CULVERT REPLACEMENT AT POST MILE 0.74

Members of the Board:

The Department of Public Works has received a \$52,365 grant from the State Department of Fish and Game Grant Agreement No. P0085027, which will assist in funding the replacement of an existing storm damaged culvert on Bonny Doon Road at Liddell Creek (mile post 0.74). The culvert replacement project will also provide for enhanced fishery migration for seasonal steelhead trout and coho salmon, both federally declared endangered species. Funding for the State's grant is allocated by the California Resources Agency (Department of Fish and Game).

The installation of a new culvert at the project site will eliminate the large scour hole in the creek that currently inhibits fish migration and help alleviate the possibility of future scouring where storm water overtops the existing culvert. The project plans for the project are scheduled to be brought to your Board for approval on June 19, 2001.

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

1. Authorize the Department of Public Works to accept the State Department of Fish and Game's Grant Agreement No. PO085027 for the replacement of the Bonny Doon Road culvert crossing on Liddell Creek at mile post 0.74.
2. Adopt the attached resolution authorizing the Public Works Department to accept \$52,365 in grant funds for the subject project.

3. Authorize the Director of Public Works to sign the master agreement and five copies of the Agreement No. PO085027 for the subject project on behalf of the County.
4. Direct the Clerk of the Board to return the master agreement and five copies of Agreement No. PO085027 along with a copy of the attached resolution to Ms. April O'Hara at the Department of Fish and Game, Contract Management Section, 1416 Ninth Street, Sacramento, California 95814.

Yours truly,



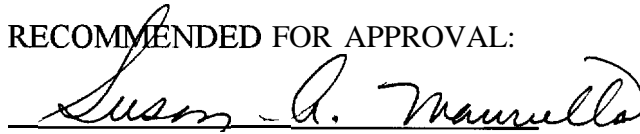
THOMAS L. BOLICH

Director of Public Works


WBW:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer



copy to: Public Works

bnnm.wpd

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA
RESOLUTION NO. _____

0599

On the motion of Supervisor
duly seconded by Supervisor
the following resolution is adopted:

RESOLUTION AUTHORIZING PUBLIC WORKS TO ACCEPT FUNDING FROM THE
STATE OF CALIFORNIA RESOURCES AGENCY, DEPARTMENT OF FISH AND GAME
GRANT AGREEMENT NO. PO085027 FOR COASTAL SALMON RECOVERY
FOR THE BONNY DOON ROAD STORM DAMAGE REPAIR PROJECT
CULVERT REPLACEMENT AT MILE POST 0.74

WHEREAS, the Department of Public Works has negotiated and received
Department of Fish and Game Grant Agreement No. PO085027 (master and five copies) for the
replacement of the Bonny Doon Road culvert crossing on Liddell Creek at mile post 0.74; and

WHEREAS, the said grant, in the amount of \$52,365, will be used to fund a portion
of the cost attributed to the subject project; and

WHEREAS, the Director of Public Works is authorized to sign the agreements on
behalf of the County; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Clerk of the
Board return the master and five copies of Grant Agreement No. PO085027 along with a copy of
the resolution to Ms. April O'Hara, Department of Fish and Game, Contract Management Section,
1416 Ninth Street, Sacramento, California 95814.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa
Cruz, State of California, this 0 day of , 200 1 , by the following vote:

AYES: SUPERVISORS

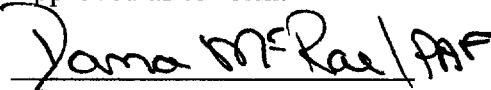
NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:



Chief Assistant County Counsel

Distribution: County Counsel
Public Works

WBW:mg

bnnm.wpd

MASTER COPY

PO085027

0600

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
CALIFORNIA COASTAL SALMON RECOVERY PROGRAM

Pursuant to Fish and Game Code Section § 1501.5 (b), and Memorandum of Understanding between the California Resources Agency, the Department of Fish and Game, and the Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service, this grant process disburses funds for restoration projects approved by the Director of the Department of Fish and Game. This Grant Award is subject to the following conditions.

1. This Grant Agreement is made to County of Santa Cruz, hereinafter called the "Grantee," and by the California Department of Fish and Game, hereinafter called the "Grantor."
2. The Grantee agrees to provide all labor, materials, tools, permits, and incidentals necessary to complete Fish Passage Improvement at Bonny Doon Road Culvert in accordance with Exhibit A, which is attached and made a part of this agreement by this reference.
3. This Grant Agreement shall be effective from July 1, 2000 through March 31, 2003. The Grantee should be aware that time is of the essence and the Grantor expects work will be completed during the first available field season. If the Grantee does not expect to complete the terms and conditions detailed in the Statement of Work during the first available field season, the Grantee must submit a project time line, in writing, to the Grantor's Contract Manager for approval.
4. This Grant Agreement shall not exceed \$ 52,365.00, including all taxes, licenses and fees in accordance with the budget detail outlined in Exhibit B, which is attached and made a part of this agreement by this reference..
5. The budget in Exhibit B is an estimate of the Grantee's project costs. If required by actual costs, the Grantor may approve and reimburse expenditures in any of the budgeted categories in excess of the estimated costs provided there are offsetting, decreased expenditures in any other budgeted categories. Such requests for budget category changes must be made in writing to the Grantor's Project Manager.
6. The Grantor's Project Manager is:
Marty Gingras
20 Lower Ragsdale Drive, Suite 100
Monterey, CA 93940



(831) 640-2885
(83 1) 649-2894 FAX
mgingras@dfg.ca.gov

0601

7. The Grantee's Project Manager is:
Bill Williamson
701 Ocean Street
Santa Cruz, CA 95060
(83 1) 454-2870
(83 1) 454-2385 FAX
8. Prior to any work undertaken under this agreement and any disbursement of funds, the Grantee shall comply with all applicable requirements of the California Environmental Quality Act (California Public Resources Code Sections 92 1000-2 1177).
9. This Grant Agreement does not constitute approval of the project or of any specific project features for purposes of compliance with any state or federal environmental law, including but not limited to the California Environmental Quality Act. Independent review and recommendation will be provided by the Grantor as appropriate on those projects where local, state, or federal permits or other environmental compliance is required.
10. It will be the responsibility of the Grantee to obtain all permits and make all arrangements necessary for its performance hereunder. Written permission must be obtained from landowner(s) for access to perform grant work.
11. No equipment will be purchased with funds provided by the Grantor under this agreement. The Grantor does not have responsibility for loss or damage to rented equipment arising from causes beyond the control of the Grantor. The Grantor's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the Grantor or its officers, employees, or agents.

For the purpose of this Grant Agreement, "equipment" shall be defined as all moveable articles of nonexpendable personal property which have: (1) a normal useful life, including extended life due to repairs of four (4) years or more; (2) an identity which does not change with use, i.e., is not consumed by use or converted by fabrication into some other form of property; and (3) an approximate unit cost of \$500.00 or more.

12. The Grantor's Project Manager may require the Grantee to submit progress reports and/or coordinate with Grantor personnel as often as deemed necessary, but not more often than once a month.
13. Upon completion of the project, the Grantee shall submit a written report which contains:

13. Upon completion of the project, the Grantee shall submit a written report which contains: (1) a description of conditions before the project was executed, (2) a description of the restoration and planning techniques used, (3) a description of the results of the project, (4) Location of work - show project location using U.S.G.S. 7.5 minute topographical map or appropriately scaled topographical map, (5) Specific project access using public and private roads and trails, and landowner name and address should be included, (6) an analysis of the techniques used. The report must include before and after photographs of any restoration activities and techniques, and (7) the number of person hours expended, the Grant dollars spent and contributed and/or in kind services used to complete the project.
14. Grant disbursements will be made to the Grantee in arrears, upon receipt by the Grantor of an itemized invoice showing the time period covered and the work items accomplished. Invoices may not be submitted more frequently than monthly, in arrears, and must be submitted with the name and address of the Grantee, and must contain the signature and title of the person submitting the invoice.
15. The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Grantors project manager. The invoice shall contain the Grant Agreement number, **P0085027**, and shall be submitted to the attention of the Grantor's Project Manager. In addition, a single copy of the invoice must be sent to the Agreement Coordinator at: Department of Fish and Game, Native Anadromous Fish and Watershed Branch, Attn: Shirley Lipa, 1807 13th Street, Suite 104, Sacramento, CA 95814.
16. Each invoice for payment must be accompanied by a written description, not to exceed one page in length, of the Grantee's performance under this agreement since the time the previous such report was prepared. The report should describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period.
17. Grantor shall withhold 10% from each and every payment pending fulfillment of the Grantee's obligations herein. Upon completion of the Grantee's obligations, the Grantee must invoice for the payment retention.
18. Any disputes concerning the project or the Grant Agreement shall be resolved by the Project Managers of the Grantor and Grantee. In the event the dispute cannot be resolved by the Project Managers, the dispute shall be referred to the Director of the Department of Fish and Game, whose decision will be final.
19. The Grantee shall maintain complete and accurate records of its actual project costs and shall retain said records throughout the term of the Grant Agreement and for a period of three (3) years after final disbursement. During such time, said records shall be made available to the State of California for audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under the Grant Agreement or otherwise authorized by the Grantor shall be borne by the Grantee. The audit shall be

confined to those matters connected with the Grant Agreement, including but not limited⁰⁶⁰³ to, the administration and overhead costs.

20. All subcontracts will be made in a manner to provide, to the maximum extent practicable, open and free competition. In order to ensure objective subcontract performance and eliminate unfair competitive advantage, subcontractors that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subcontracts.
21. All subcontracts are subject to Executive Order 12549, "Debarment and Suspension" and Department of Commerce implementing regulations published at 15 CFR Part 26, Subparts A through E, "Governmentwide Debarment and Suspension" (Nonprocurement)" for a **drugfree** work place. See the web site at the following address: <http://www.access.gpo.gov/nara/cfr/cfr-retrieve.html#page1>
22. The Grantee and any subcontractors shall permit the Grantor to review and inspect project activities at all reasonable times during the performance period of this Grant Agreement, including review and inspection on a daily basis.
23. The project specifications subject to this Grant Agreement may only be amended in writing by mutual agreement of the Grantor and Grantee.
24. The Grantor may terminate the Grant Agreement upon giving thirty (30) days written notice to the Grantee. In case of early termination, a final payment will be made to the Grantee upon receipt of an invoice covering costs incurred up to notice of termination, based on the portion of work completed.
25. To ensure payment and allow for an adequate amount of time to process the payment(s) and close the appropriation, all invoices for work performed and charged against this grant must be received and approved by the Grantor's Project Manager no later than April 15, 2003.

State of California-GRANTORGRANTEE

Agency

Grantee

Department of Fish and Game

County of Santa Cruz

Printed Name of Person Signing - Department of Fish and Game

Printed Name of Person Signing

Michael F. Harris

Signature (Authorized)

Signature (Authorized)

Title Public Works Director or
Deputy Director, Administration

Address

701 Ocean Street Santa Cruz, CA 95060

Date: _____

Date: _____

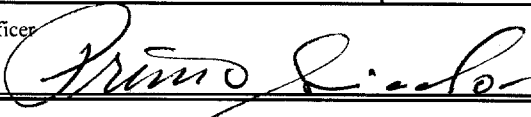
Amount Encumbered by the Grant Document \$ 52,365.00	Program (Code and Title) Support/Clearing Acct. 99	Fund Title Preservation		Taxpayer's Fed ID Number 94-6000534
Prior Amount Encumbered For This Grant Document \$ 0	Optional Use			
Total Encumbered by this Grant \$ 52,365.00	Item 3600-00 1-200-99	Chapter 52	Statute 2000	Fiscal Year 00/01
Index H300	Object Code 418	PCA Code A2951		Activity Code 123530
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. No.		B.R. No.
Signature of Accounting Officer 				Date 10/07/00

EXHIBIT A

0605

Fish Passage Improvement at Bonny Doon Road Culvert
STATEMENT OF WORK

The Grantee will provide up to \$13,983.00 in funds or in-kind services to complete tasks described in paragraphs 1-4 below. The Grantor will provide an amount not to exceed \$52,365.00 as described in Exhibit B, Estimated Budget. Accurate records of in-kind funds or services will be made available to the Grantor upon request at any time during the term of this agreement. Under direction of the Grantor, and under the following conditions and terms the Grantee will:

1. All work will be performed in a manner consistent with any pertinent guidelines published in the CDFG *California Salmonid Stream Habitat Restoration Manual*.
2. Remove a failing, perched culvert on Bonny Doon Road at PM 0.74 and replace it with a culvert and appurtenant structures where design, materials list, and installation details for the replacement culvert and appurtenant structures are approved of in advance by California Department of Fish and Game engineering and by National Marine Fisheries Service engineering.
3. Re-vegetate and erosion-proof all slopes disturbed by Project activities using a plan approved in advance by the Grantor's Project Manager.
4. The Grantee will acknowledge the participation of the Department of Fish and Game, Coastal Salmon Recovery Program funds on any signs, flyers, or other types of written communication or notice to advertise or explain the Fish Passage Improvement at Bonny Doon Road Culvert.

EXHIBIT B

0606

Fish Passage Improvement at Bonny Doon Road Culvert
ESTIMATED BUDGET

PERSONNEL EXPENSES

<u>Level of Staff</u>	<u>Number of hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Design Engineer	92	\$60	\$5,520.00
TOTAL PERSONNEL EXPENSES			<u>5,520.00</u>

OPERATING EXPENSES

Subcontractor

Traffic control	(100 hrs @ \$20/hr)	2,000.00
Clearing and grubbing	(100 hi-s @ \$25/hr)	2,500.00
Streambed mitigation	(140 hrs @ \$25/hr)	3,500.00
Miscellaneous	(200 hrs @ \$25/hr)	5,000.00

Material

6 -foot by 5-foot arch culvert	(45 feet @ \$321/foot)	14,445.00
Asphalt concrete Type B	(30 tons @ \$130/ton)	3,900.00
Aggregate base Class 2	(60 tons @ \$1 00/ton)	6,000.00
Concrete headwall and wings	(2 @ \$4,000 each)	8,000.00
Rock rip-rap	(20 tons @ \$75/ton)	1,500.00

TOTAL OPERATING EXPENSES 46,845.00TOTAL ESTIMATED BUDGET \$52,365.00