



COUNTY OF HUMBOLDT

For the meeting of: June 27, 2017

Date: June 16, 2017
 To: Board of Supervisors
 From: *TM* Thomas K. Mattson, Public Works Director
 Subject: Dinner Creek Fish Passage Barrier Removal Project

RECOMMENDATION(S):

That the Board of Supervisors:

1. Adopt the attached resolution authorizing the execution of the attached grant agreement with the California Department of Fish and Wildlife and the provision of matching funds, regarding the administration, construction and maintenance of the Dinner Creek Fish Passage Barrier Removal Project; and
2. Authorize the Public Works Director, or a designee thereof, to execute any and all future amendments to the attached grant agreement with the California Department of Fish and Wildlife regarding the Dinner Creek Fish Passage Barrier Removal Project, after review by County Counsel and Risk Management.

SOURCE OF FUNDING:

Ninety-two percent (92%) of the funding associated with the Dinner Creek Fish Passage Barrier Removal Project will be provided by a grant award from the California Department of Fish and Wildlife. The remaining 8% of such funding will be provided by the Humboldt County Department of Public Works Roads Engineering account 1200321-2118.

Prepared by Tony Seghetti/Renee Fleek CAO Approval *Karen Clower*

REVIEW: Auditor *NSM* County Counsel *Sm* Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-15
 Meeting of: March 14, 2017

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*
 Ayes *Sundberg, Fennell, Bass, Bohn*
 Nays _____
 Abstain _____
 Absent *Wilson*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 27, 2017*
 By: *Kathy Hayes*
 Kathy Hayes, Clerk of the Board

DISCUSSION:

Since 1998, the Department of Public Works has worked with the "Five Counties" group on numerous projects related to watershed quality improvements. In 1998, the California Department of Fish and Wildlife ("CDFW") granted monies through Senate Bill 271 ("SB-271") to research and prioritize Humboldt County watersheds based on their value as salmonid habitat and the level to which access for spawning was limited by artificial barriers. The Department of Public Works has used that list of priorities to submit grant applications and construct watershed improvements throughout Humboldt County. Through the four (4) previous SB-271 grant cycles, CDFW has funded twenty (20) fish migration barrier removal projects.

In March of 2016, Public Works submitted a SB-271 grant application to CDFW for the Dinner Creek Fish Passage Barrier Removal Project ("Project"). CDFW has indicated that they will provide a substantial portion of the funding required for completion of the Project. In order to complete the grant requirements, the Board of Supervisors must adopt the attached resolution authorizing execution of the attached grant agreement with CDFW, and the provision of matching funds, regarding the administration, construction and maintenance of the Project.

FINANCIAL IMPACT:

The California Department of Fish and Wildlife is providing 92%, totaling \$846,630, of the funding required to complete the Project. The attached grant agreement with CDFW requires the County of Humboldt to provide 8% of the total costs associated with the Project, totaling \$72,824, in matching funds. Such matching funds will be provided through the Department of Public Works Roads Engineering account 1200321-2118. Adoption of the attached resolution will not impact the Humboldt County General Fund.

The recommended actions support the Board of Supervisors' Core Strategic Framework by providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT:

The California Department of Fish and Wildlife

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion.

ATTACHMENTS:

1. Resolution No. 17-57 Authorizing Execution of an Agreement with the California Department of Fish and Wildlife, and the Provision of Matching Funds, Regarding the Administration, Construction and Maintenance of the Dinner Creek Fish Passage Barrier Removal Project.
2. Fisheries Restoration Grant Program Grant Agreement Number P1610515 Regarding the Dinner Creek Fish Passage Barrier Removal Project.

includes having a foreman, two heavy equipment operators, a truck driver and three laborers on site full time.

6.03.03 Materials: Project materials include:

Traffic Detour items and equipment used to protect the job site and public safety for the duration of the construction. Construction area signs are placed in advanced warning of the construction site to encourage drivers to slow down and be aware of construction activities. The class 2 aggregate base will then be placed with either an excavator and/or 2 yard Loader to build up an approach road and act as a temporary abutment for the flat car bridge. The flat car bridge will be moved into place with a truck mounted crane and any further adjustments will be made with the excavator. The contractor will hand construct the wooden rails and place the Temporary Railing (Type K) at both sides of the bridge to channelize traffic and protect the construction site from traffic. Traffic control signs will be placed as shown in the project plans. The skid steer will be used for the initial grading and maintenance of the gravel approaches.

The following materials and equipment will be used for this aspect of the project: 89-ft flat car bridge (provided with cost-share), construction area signs, temporary railing (Type K), class 2 aggregate base, excavator 325, skid steer, truck mounted crane, 2 yard loader, miscellaneous wood and supplies for wheel guards and railing.

Simultaneously to installing the items for traffic control and public safety, the subconsultant shall implement the water bypass system and Best Management Practices (BMPs) for the water Pollution Control Plan to protect construction sediments from entering Dinner Creek. This work will be completed by hand with hand-tools to minimize the impact on the channel. The location of the water bypass and details is shown on the project plans. The temporary silt fence will be installed at the excavation limits, prior to excavation. The remaining BMPs will be installed in prior to the prescribed construction activity and/or rainfall.

The following materials and equipment will be used for this aspect of the project: water bypass system (Removes water from the work area to prevent sediment from entering the creek), 18" gravity diversion pipe, fish exclusion fencing, filter fabric with reinforcement (wire mesh fencing or geogrid), sand bags, splash pad (3" to 6" rock), generator, temporary silt fence (BMP for Water Pollution Control Plan), temporary

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concrete wash out (BMP for Water Pollution Control Plan), fiber rolls (BMP for Water Pollution Control Plan) and a broom (street sweeping).

Materials and Equipment used directly during the culvert installation at Site 1 include the following: 18-ft x 9-ft x 100-ft steel plate arch culvert, Class A Concrete (foundation), Bar Reinforcing Steel (foundation), Class 2 Aggregate Base (structural backfill), Native Backfill (Embankment), Rock Slope Protection (1/2T to 2T) (to be placed on the reconstructed embankments at the ends of the new culverts), Imported River Gravel (bedding inside culvert), Truck mounted crane (placing culverts at grade), Excavator 325 (excavation, reconstructing embankment), Skidsteer (placing river gravel inside culvert), Sheepsfoot Roller (structural backfill and embankment compaction), 2 yd. Loader (materials management), Lowboy trailer (transporting the excavator and other equipment), Small Motor Compactor (structural backfill) and a 10 yd Dump Truck (hauling materials).

Materials and Equipment used directly during the culvert installation at Site 2 include the following: (2) 10-ft diameter Structural Steel plate Pipe culverts, Class 2 Aggregate Base (structural backfill), Native Backfill (Embankment), Rock Slope Protection (1/2T to 2T) (to be placed on the reconstructed embankments at the ends of the new culverts), Imported River Gravel (bedding inside culvert), Vortex Weir Rock (1/2T to 2T), Vortex Weir River Gravel (3/4" to 4"), truck mounted crane (placing culverts at grade), Excavator 325 (excavation, reconstructing embankment), Skidsteer (placing river gravel inside culvert), Sheepsfoot Roller (structural backfill and embankment compaction), 2 yd. Loader (materials management), Lowboy trailer (transporting the excavator and other equipment), Small Motor Compactor (structural backfill), and a 10 yd Dump Truck (hauling materials).

Upon the completion of the installing the culverts, reconstructing the embankment and installing the Rock Slope Protection (RSP) at the culvert inlets/outlets, the fiber rolls (biodegradable) and hydroseed (native seed mix) will then be applied to the remaining disturbed soil areas. This will necessitate the following materials: Fiber Rolls, miscellaneous hand tools, Hydroseed and a Hydroseed mixer and sprayer truck.

Simultaneously, the roadway will be restored to the pre-project conditions and an 18" overside drain will be installed at Site 1 to manage roadway runoff. This will require the following materials: Class 2 Aggregate Base (roadway section), Hot Mix Asphalt (roadway

paving), 18" Corrugated Steel Pipe Downdrain (roadway drainage feature for runoff), 18" Entrance Taper (roadway drainage feature for runoff), 18" Anchor Assembly (roadway drainage feature for runoff), Smooth Drum Roller (compaction), Grader (surface preparation for paving), 2 yard Loader (surface preparation for paving), Skidsteer (surface preparation for paving), Paver (roadway paving) and a Broom (surface preparation for paving).

6.03.04 Tasks: The Grantee will complete the following tasks:

Task 1. Grant Oversight: Grant oversight will be conducted by Grantee. All reporting and billing will be pursuant to grant and regulatory guidelines. Upon final execution of the Grant and prior to receiving a Final Notice to Proceed, Grantee shall deliver the following items to the Grantor Project Manager identified in Section 6.04 – Contacts:

Final Landowner Access Agreements as per the requirements of the 2016 Proposal Solicitation Notice, Appendix E, Funding Approval Submissions. Written permission must be obtained from landowner for access to perform grant work.

Subcontractor Agreements. If a subcontractor is to be used, then a written copy of the sub agreement(s) shall be submitted to the Grantor Project Manager. The subcontract shall include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the grant.

A Preliminary Notice to Proceed can be requested from the Grantor Project Manager, if necessary, to prepare for project implementation (e.g., obtain permits, secure subcontracts, purchase supplies, apply for a Streambed Alteration Agreement).

A Final Notice to Proceed will be delivered to the Grantee when Final Landowner Access Agreement and subcontract are delivered to Grantor Project Manager, and when all required permits have been finalized (e.g., 401 State Water Quality Control Board Permit, Streambed Alteration Agreement). Additionally, the 100% designs need to be reviewed by the NMFS Engineer prior to the Final Notice to Proceed being issued.

The Grantee shall notify the Grantor Project Manager a minimum of 10 business days prior to the beginning of project implementation.

Task 2. Replace the culvert at Site 1 (PM 3.74) with an 18' x 9' x 100' steel plate arch culvert and remove the existing concrete weir. Replace both culverts at Site 2 (PM 3.27 and associated private driveway approximately 150 ft. upstream) with 10' (120") Structural Steel Pipe Culverts.

Task 2.1 - County Design engineering staff will take the completed design plans and specifications and complete the bid package, which will be sent to the Board of Supervisors for project approval.

Task 2.2 - Upon project approval, the project will be advertised for 5 weeks prior to the bid opening. The bid proposals will be reviewed by the County Construction Engineer and the lowest responsive bidder will be awarded the contract.

Task 2.3 - County Construction Engineer will prepare a separate scope of work for the Vortex Weir construction at Site 2. The scope of work will be included into an informal bid packet and a minimum of three specialty contractors will be contacted to provide a proposal to complete the work. The selection of the specialty contractor will be based on past instream project experience and availability, not cost.

Task 2.4 - Once the contract is awarded and an agreement is executed and approved by the Board of Supervisors, the County Construction Engineer will assign an on-site construction inspector, prepare the construction staking and schedule a pre-construction meeting.

Task 2.5 - Prior to commencing any earthwork, the contractor will prepare a Water Pollution Control Plan (WPCP) outlining the appropriate Best Management Practices (BMPs) to prevent storm water discharges and non-storm water discharges from leaving the work area. BMPs may include temporary silt fence, fiber rolls and a temporary concrete washout (Bid Items).

Task 2.6 - Fish exclusion fencing will be installed by County Environmental staff. Fish relocation activities will be conducted by CDFW staff or a fisheries consultant hired by the County. County fisheries biologist will assist in relocation efforts if needed. Fish exclusion and relocation efforts will take place at one site at a time since there is an extended time between project work at both sites.

Task 2.7 - Water bypass system will be installed by the contractor once all the fish have been relocated.

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Task 2.8 - Contractor will install temporary construction signs that provide motorists advanced warning of the construction zone.

Task 2.9 - Install a 90' flat car bridge during the duration of the earthwork at each site. The county bridge crew will move the flat car bridge on/off site and will move the flat car bridge from Site 1 to Site 2. The contractor will construct the wheel guard and the railing required for the flat car bridge, install the construction area signs and temporary railing (Type K) required for the traffic detour.

**Tasks 2.6-2.9 will occur at Site 2 after work has been completed at Site 1.

Task 2.10 - Begin structure excavation to install culvert at Site 1. The existing roadway surface (asphalt concrete) and existing culvert and overside drain shall be removed and hauled off prior to structure excavation. Excavate the remaining material to be stockpiled and tested to determine if the material meets material standards for embankment construction.

Task 2.11 - Remove Concrete weir, approximately 20 feet downstream of new culvert.

Task 2.12 - Construct footing forms and install reinforcing rebar for pouring the concrete (Class A concrete) for the 18' x 9' x 100' steel plate arch culvert. Assemble and install the culvert; and place approximately 3.5 ft of natural stream gravel.

Task 2.13 - Place and compact the structural backfill and embankment at Site 1. Compaction efforts will be observed by the on-site inspector and tested to meet California Department of Transportation (CalTrans) standards for construction. Place Rock Slope Protection (1/2 Ton to 2 Ton)

Task 2.14 - Establish temporary driveway access for landowners to access property during the installation of the culverts at Site 2.

Task 2.15 -Begin structure excavation to install culvert at Site 2. The existing roadway surface (asphalt concrete) and existing culverts shall be removed and hauled off prior to structure excavation. Excavate the remaining material to be stockpiled and tested to determine if the material meets material standards for embankment construction.

Task 2.16 - Excavate and remove the existing culverts and install 2-10' structural steel pipe culverts (L=70' and L=30') embedded

approximately 2 ft. with natural river gravel. Excavate the stream channel between the two culverts creating an 8 ft. wide channel.

Task 2.17 - Anchor the vortex weir into the bank at the bank full elevation with 1/2T-2T sized rocks with smaller diameter river gravel placed to fill the voids between the larger rocks. Approximately, 20 tons total of 1/2T to 2T and approximately 20 CY total of 3/4"-4" diameter river gravel will be required.

Task 2.18 - Place and compact the structural backfill and embankment at Site 2. Compaction efforts will be observed by the on-site inspector and tested to meet CalTrans standards for construction. Place Rock Slope Protection (1/2 Ton to 2 Ton).

Task 2.19 - Upon completion of the earthwork and removal of the flat car bridge, restore temporary driveway access to previous conditions. Hydroseed all disturbed soil areas with native grasses and place fiber rolls in locations unprotected by Rock Slope Protection.

Task 2.20 - Install Class 2 Aggregate Base (0.67' section) and finish the roadway grading at both sites with controlled one way traffic. Install three 18-inch diameter overside drains on Briceland Thorne Road to direct storm water to the installed rock slope protection. Pave the roadway with Hot Mix Asphalt.

Task 2.21 - The County qualified fish biologist will assist with monitoring surveys and perform County specific surveys for presence/absence post construction

Task 2.22 - County Survey will perform post construction Thalweg profile and cross sections as a separate performance measure.

Task 3. Reporting: Write and deliver progress reports for invoicing, Annual Progress Report(s), and a Final Report to Grantor Project Manager.

6.03.05 Deliverables:

Task 2.1- Bid Package with Board of Supervisors Approval
Tasks 2.2-2.4

- Bid Opening Results
- Executed Agreement approved by the Board of Supervisors
- Informal bid proposals for Vortex Weir Item; Agreement approved by the Director of Public Works (Contract less than \$50,000)

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Tasks 2.5-2.20

- The removal of two known fish migration barriers and the installation of three fish-friendly culverts.
- Additional 1.8 miles of salmonid spawning and rearing habitat
- Elimination of sediment producing culverts and the potential for catastrophic sediment delivery (>1600 CY) into salmonid critical habitat (>1600 CY) into salmonid critical habitat via potential road failure at the road crossings.
- Periodic Status reports throughout the duration of construction as determined by grant manager.

Task 2.21

- Post Construction monitoring surveys documenting the presence/absence
- Spawning Surveys
- Periodic Status Reports

Task 2.22

- Post Construction Thalweg Channel Survey.

Tasks 2.1-2.22

- Annual Reports
- Final Report

6.03.06 Timelines:

Task 2.1 – Upon Grantor Approval

Task 2.2-2.4 - Upon Grantor Approval

Task 2.5-2.20 – Two weeks after Grantor Approval to October 15, 2017

Task 2.21 – October 2017 to February 2019

Task 2.22 – October 2017 to February 2019

Final Report – Complete February 28, 2019

If unable to complete the approved project within the time frame, an amendment for a time extension may be requested following Section 5.10– Amendments, and if funding source(s) are available for the requested time extension.

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November 15 of each year of implementation, post-project description, photos and quantitative metrics shall be delivered to the Grantor Project Manager in an Annual Report, following the guidelines presented in Section 7.01 - Progress Reports.

December through March of each year of implementation, planting of seedlings will take place when sufficient rainfall has occurred to insure the best chance of survival of the seedlings.

February 28, 2019 a Final Report will be delivered to the Grantor Project Manager 30 days prior to the Grant Agreement Term End Date, per Section 2.02 - Term.

- 6.03.07 Compliance:** Grantee shall provide verification of CEQA and permit compliance to the Grantor Project Manager before project work begins. Written permission must be obtained from landowner(s) for access to perform grant work. As may be necessary, the Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code including but not limited to section 6700 et seq. (Professional Engineers Act) and/or section 7800 et seq. (Geologists and Geophysicists Act).

If the Grantee fails to perform in accordance with the provisions of this Agreement, the Grantor retains the right, at its sole discretion, to delay, interrupt, or suspend the work for which the grant monies are supplied.

6.03.08 Additional Requirements:

The Grantee will not proceed with on the ground implementation until all necessary permits and consultations are secured. Work in flowing streams is restricted per the Army Corp of Engineers Regional General Permit. Actual project start and end dates, within this timeframe, are at the discretion of the California Department of Fish and Wildlife.

No equipment maintenance will be performed within or near the stream channel where pollutants (such as petroleum products) from the equipment may enter the channel via rainfall or runoff. Appropriate spill containment devices (e.g., oil absorbent pads, tarpaulins) will be used when refueling equipment. Any and all equipment will be removed from the streambed and flood plain areas at the end of each workday.

All equipment and gear will be brushed with a stiff brush prior to leaving each stretch of stream to avoid the transport of aquatic

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invasive species (AIS). When transporting traps out of the area, each numbered trap will be bagged in its own bag to avoid cross contamination during transport in and out of the work area. All crew members will decontaminate equipment and shoes for AIS according to the standards detailed in the California Department of Fish & Wildlife Aquatic Invasive Species Decontamination Protocol.

During project activities, all trash that may attract predators will be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris will be removed from work areas.

The Grantee shall notify the Grantor Project Manager a minimum of five working days before the project site is de-watered and the stream flow diverted. The notification will provide a reasonable time for Grantor personnel to oversee the implementation of the water diversion plan and the safe removal and relocation of salmonids and other fish life from the project area. If the project requires dewatering of the site, and the relocation of salmonids, the Grantee will implement the following measures to minimize harm and mortality to listed salmonids:

- a. Fish dewatering and relocation activities shall only occur between June 15 and October 31 of each year.
- b. Additional measures to minimize injury and mortality of salmonids during fish relocation and dewatering activities shall be implemented as described in Part IX, pages 52 and 53 of the *California Salmonid Stream Habitat Restoration Manual*.
- c. The Grantee shall minimize the amount of wetted stream channel dewatered at each individual project site to the fullest extent possible as approved by the CDFW Grant Manager and pursuant to conditions in the USACE Regional General Permit and NMFS Biological Opinion.
- d. All electrofishing shall be performed by a qualified fisheries biologist and conducted according to the National Marine Fisheries Service, Guidelines for Electrofishing Waters Containing Salmonids Listed under the Endangered Species Act, June 2000.
- e. USFWS Approved fisheries biologists will provide fish relocation data via the Grantee to the CDFW Grant Manager on a form provided by CDFW.

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The bridge (culvert) design and installation will meet flow carrying capacity required for a 100-year flood event as identified by specifications determined by National Oceanic and Atmospheric Administration (NOAA) Fisheries and the California Department of Fish and Wildlife (CDFW), for adult and juvenile salmonid fish passage. The project will follow the National Marine Fisheries Service (NMFS 2001) Guidelines for Salmonid Passage at Stream Crossings and criteria for fish passage as described in Volume II, Part IX, of the *California Salmonid Stream Habitat Restoration Manual*. The engineered plans for the bridge (culvert) installation shall be visually reviewed and authorized by NOAA Fisheries or California Department of Fish and Wildlife engineers prior to commencement of work.

All habitat improvements will follow techniques described in the California Salmonid Stream Habitat Restoration Manual, Volume I, and Volume II Part XI and Part XII. The Grantee/landowner will maintain the new crossing, inspect the crossing in a timely manner and remove debris as necessary during the storm season.

6.04 Contacts: The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

The Project Managers during the term of this Agreement are:

<u>Grantor Project Manager:</u>	<u>County of Humboldt – Department of Public Works</u>
Name: Beatrijs deWaard Title: Environmental Scientist Address: 1455 Sandy Prairie Court, Suite J, Fortuna, CA 95540 Phone: (707) 725-1078 FAX: (707) 725-1086# Email: Beatrijs.deWaard@wildlife.ca.gov	Name: Tony Seghetti Title: Project Manager Address: 1106 Second Street, Eureka CA 95501 Phone: (707) 544-5737 Email: tseggetti@co.humboldt.ca.us

Direct all administrative inquiries to:

<u>Grantor Project Coordinator:</u>	<u>County of Humboldt – Department of Public Works</u>
Name: Shirley Lipa Title: Associate Governmental Program Analyst Address: 1455 Sandy Prairie Court, Suite J, Fortuna, CA 95540 Phone: (707) 725-1028 Email: Shirley.lipa@wildlife.ca.gov	Name: Thomas Mattson Title: Director of Public Works Address: 1106 Second Street, Eureka CA 95501 Phone: (707) 544-5737 Email: tmattson@co.humboldt.ca.us

A Grantee's name and address may be provided to the public if requested. Other personal information submitted on this grant may be released to governmental entities involved with the funding of the project, for law enforcement purposes, pursuant to court order, or for official natural resources management purposes.

SECTION 7 - REPORTS

7.01 Progress Reports: The Grantor must receive a progress report with each invoice progress reports. These reports should be delivered to the Grantor Project Manager identified in Section 6.04 – Contacts, in the manner and format identified in Requirements, below.

Requirements: Progress reports shall include the Grantee name, the project title, the grant number, and dates progress report covers. The report shall describe the types of activities and specific accomplishments during the period since the previous report, rather than merely listing the number of hours worked during the reporting period. If an electronic copy is submitted it shall be *Microsoft Word* compatible or PDF.

An annual report will be submitted each year, for the duration of the project, no later than November 15, detailing the work completed during that field season. The annual report will include, but not necessarily be limited to the following where applicable:

- Grant number
- Project name
- Geographic area (e.g., watershed name)
- Location of work using United States Geological Survey (U.S.G.S.) 7.5 minute topographical map or appropriately scaled topographical map
- Implementation start and end dates
- Percentage of the project completed in total, to date

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- Dewatering and fish relocation information on Grantor's datasheet (to be provided by the Grantor's Project Manager upon request)
- Project start and end dates for work to be implemented the following season

The annual report will also include metrics collected from features within the Project Site(s). A Project Site Name and Identification Number will be determined by the Grantor and supplied by the Grantor Project Manager to the Grantee for reporting purposes. Annual reporting metrics will include the following:

Barrier Removal Site(s)

- Total length of stream made accessible by removing blockages (miles)
- Total blockages/impediments/barriers removed/altered

7.02 Final Report: A Final Report which summarizes the life of the grant and describes the work and results pursuant to Section 6 - Project Statement: Objectives and Timelines, is due no later than **February 28, 2019**. The Final Report will include a complete Final Budget with all expenditures for the entire project, including cost share.

The Final Report will consist of one (1) hard copy and one (1) electronic copy, (*Microsoft Word* compatible or PDF, on a CD) of the final written report. A final report template is included as Attachment 2, which is made part of this agreement by this reference. The Grantee shall use this template for their final report upon completion of the project.

SECTION 8 - BUDGET

8.01 Expenditure Summary

The Grantor will provide an amount not to exceed \$846,630 as shown below in this Budget. The Grantee or their partners will provide up to \$72,824 in funds or in-kind services as cost share to complete tasks described in Section 6 - Project Statement: Objectives and Timelines. Accurate records of in-kind funds or services will be provided to the Grantor with the Final Report.

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PERSONNEL SERVICES

	Number of Hours	Hourly Rate	Totals
Level of Staff			
County Environmental	157	\$26.00	\$4,082
County Design Engineering	72	\$33.00	\$2,376
County Construction Engineering	810	\$33.00	\$26,730
County Survey (Post Construction Crew)	144	\$33.00	\$4,752
Fringe Benefits @: 56%			\$21,246
A. Total Personal Services			\$59,186

OPERATING EXPENSES

	# of Units	Cost/unit	
Construction Subcontractor Costs - will install a vortex weir approximately 50' downstream of the new culvert at Site 2.			\$136,120
Fisheries Consultant Subcontractor Costs - will help relocate fish.			\$5,000
B. Subcontractor Subtotal			\$141,120

Material and Supplies

Construction Area Signs	10	\$150.00	\$1,500
Temporary Railing	8	\$600.00	\$4,800
Prepare Water Pollution Control Plan	1	\$600.00	\$600
Temporary Silt Fence (Linear feet)	400	\$5.00	\$2,000
Fiber Rolls (Linear feet)	600	\$5.00	\$3,000
Temporary Concrete Washout	1	\$500.00	\$500
Water Bypass System (Linear feet)	1	\$15,000.00	\$15,000
Structure Excavation (cubic yards)	3950	\$20.00	\$79,000
Structure Backfill (cubic yards)	975	\$80.00	\$78,000
Embankment (cubic yards)	3090	\$20.00	\$61,800
Imported River Gravel (cubic yards)	290	\$40.00	\$11,600
Hydroseed (Acre)	0.25	\$10,000.00	\$2,500
Class 2 Aggregate Base (cubic yards)	295	\$85.00	\$25,075
Hot Mix Asphalt (Ton)	226	\$140.00	\$31,640
Bar Reinforcing Steel (Pounds)	6270	\$1.00	\$6,270
120 inch Structural Steel Pipe (0.109" thick) (Linear feet)	38.4	\$650.00	\$24,960
Class A Concrete (cubic yards)	68	\$700.00	\$47,600
18' x 9' Steel Plate Arch Culvert (Linear feet)	100	\$900.00	\$90,000
18 inch Corrugated Steel Pipe Downdrain (Linear feet)	60	\$50.00	\$3,000
18 inch Entrance Taper	3	\$400.00	\$1,200

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18 inch Anchor Assembly	3	\$300.00	\$900
Rock Slope Protection (1/2 to 2 Ton) (Ton)	120	\$65.00	\$7,800
Vortex Weir Rock (1/2 to 2 Ton) (cubic yards)	20	\$65.00	\$1,300
Vortex Weir Gravel (3/4 to 4 inch) (cubic yards)	20	\$40.00	\$800
Excavator (Hour)	240	\$120.00	\$28,800
Skidsteer (Hour)	150	\$45.00	\$6,750
Lowboy (Hour)	24	\$120.00	\$2,880
2 Yard Loader (Hour)	160	\$70.00	\$11,200
Sheetsfoot Roller (Hour)	160	\$65.00	\$10,400
Paver (Hour)	8	\$160.00	\$1,280
Small Motor Compactor (Hour)	160	\$100.00	\$16,000
Grader (Hour)	20	\$90.00	\$1,800
Smooth Drum Roller (Hour)	60	\$30.00	\$1,800
Truck Mounted Crane (Hour)	80	\$110.00	\$8,800
Dump Truck (Hour)	360	\$60.00	\$21,600
Broom (Hour)	40	\$31.00	\$1,240
Generator (Hour)	150	\$6.00	\$900
HMA Dike Machine (Hour)	8	\$80.00	\$640
Miscellaneous Small Tools	1	\$200.00	\$200
Miscellaneous Materials for Flatcar Bridge Wheel Guard and Railing	1	\$2,500.00	\$2,500
*Streambed Alteration Agreement	1	\$5,000.00	\$5,000

C. Material and Supplies Subtotal **\$622,635**

Total Operating Expenses \$763,755

*Subtotal (A+C) **\$676,821**

ADMINISTRATIVE OVERHEAD

*(Less Equipment, Subcontractor Costs, &
Stream Bed Alteration Agreement) @ 3.5% **\$23,689**

Grand Total \$846,630

**Funds were added (\$5,000) to cover the increase in lake and streambed alteration agreement costs but these additional funds are not included in the Subtotal or the calculation of Administrative Overhead.*

County of Humboldt - Department of Public Works
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Table of Funding Sources and Cost Share

SOURCE OF FUNDS	CASH	IN-KIND(If Applicable)	TOTAL
Fisheries Restoration Grant Program	\$846,630	\$0	\$846,630
Other State Agency(ies)			
	\$0	\$0	\$0
	\$0	\$0	\$0
Federal			
	\$0	\$0	\$0
	\$0	\$0	\$0
Applicant	\$39,975	\$32,849	\$72,824
Other(s) including partners			
<i>(if applicable, state name)</i>	\$0	\$0	\$0
	\$0	\$0	\$0
Total Project Cost	\$886,605	\$32,849	\$919,454

Note: Any changes or modifications to a fund source indicated above must be promptly reported to the Grantor Project Manager. Projects with undisclosed fund sources may be subject to an audit.

8.02 Payment Provisions

8.02.1 Disbursements: Grant disbursements will be made to the Grantee not more frequently than monthly in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified within this agreement. The invoice package must be sent to the Grantor Project Manager at:

California Department of Fish and Wildlife,
Attn: Beatrijs deWaard,
1455 Sandy Prairie Ct, Suite J
Fortuna, CA 95540.

The invoice shall contain the following information:

- The word "Invoice" should appear in a prominent location at the top of the pages(s);
- Printed name of the Grantee;

**County of Humboldt - Department of Public Works
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- Business address of the Grantee including P.O. Box, City, State, and Zip Code;
- Name of the Region/Division of the CDFW being billed
- The date of the invoice and the time period covered; i.e., the term "from" and "to";
- The number of the Grant upon which the claim is based;
- The invoice must be itemized using the categories and following the format of the budget;
- The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguishes from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Grantee under the terms of this grant;
- The original signature of the Grantee (not required of established firms or entities using prepared letterhead invoices); and
- The Grantee must provide supporting documentation for the invoice and actual receipts with the invoice.

8.02.2 Invoice Documentation: Recipient will provide access to Grantor, Federal Awarding Agency, the Comptroller General of the United States and their duly authorized representatives to the books, documents, papers and records (whether in electronic or hard copy form) of Recipient that are directly related to this agreement, the Project, or the Grant Funds provided hereunder for the purpose of monitoring compliance with this agreement, making audits, examinations, excerpts, and transcripts.

**County of Humboldt - Department of Public Works
GRANT AGREEMENT NUMBER P1610515**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Tyrone Williams

Title: Chief, Business Management Branch

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

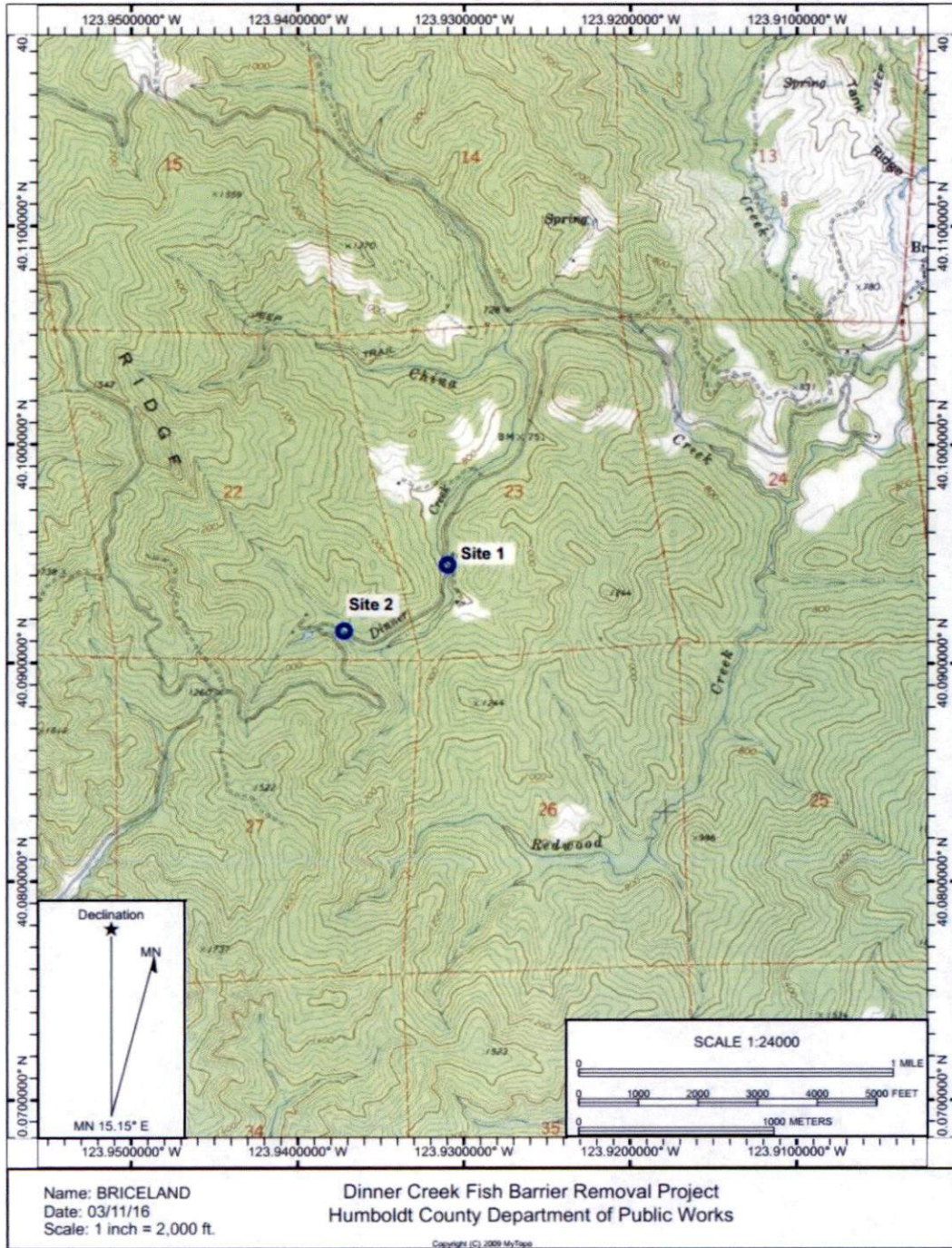
Printed Name: Tom Mattson

Title: Director of Public Works

Date: _____

This agreement is exempt for DGS-OLS approval, per SCM 4.06.

Attachment 1
Project Location Map
Dinner Creek Fish Passage Barrier Removal Project



Attachment 2
Final Report Template

Project Title: _____

FRGP Grant Number: _____

Grantee Name and Contact Information:

Author Information:

Overview of project:

In this section please give a description of the project. What work was done, where, during what time frame. Describe what structures were placed and where (lat/long of site). Include the term dates of the grant as well as dates of field work.

Final Budget:

In this section include your final budget in the same format as the PSN outlines. This is for the entire project including all match and sources of match. Indicate if the source of cost share is cash or in-kind and if the cost share agency is State, Federal or Other.

Location Map:

*Provide a topographic map with labeled work locations. Instructions for breaking down the sites are in the PSN document on page 39. **Aerial photos do not satisfy this requirement.***

Performance Measures:

In this section fill out the list of required performance measures, based on each site. If metric is not applicable to work done at a given site, mark the metric "N/A." (Copy and paste the list of metrics below for each site). If you have questions about your sites, please contact CDFW Grant Manager for a list of sites as they are broken down by FRGP.

Site ID or Site Name (please include this information for each site):

- Miles of stream treated (include only the actual length of stream *treated* by the project, not the length of stream *affected* by the project);
- Total number of stream crossings/culverts treated to improve fish passage;

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- Type(s) of crossings treated, select from: culvert; bridge; or ford;
- Miles of stream made more accessible by treating stream crossings (accessible to next barrier or to upstream end of anadromy);
- Number of culverts replaced/improved;
- Number of bridges installed/improved;
- Number of rocked fords placed;
- Number of road crossings removed;
- If monitoring was included in the project:
 - Type of monitoring, select from: implementation monitoring; compliance monitoring-engineering design; compliance monitoring-project design; pre-treatment monitoring; post treatment monitoring; salmonid monitoring; non-salmonid biological monitoring; water flow monitoring; or physical monitoring; and
 - Location of monitoring, select from: onsite; upstream; downstream; or upslope.

Photos:

Provide before and after photos of each site where restoration work took place. Please provide photos of each work site.

The applicant must include all the information in the following table for each photograph uploaded. When selecting photographic subjects, consideration should be given to the usefulness of the picture for proposal review and subsequent implementation and effectiveness monitoring purposes. Photographs should contain a scale element such as a vehicle or person, and if possible include fixed landscape features, which help orient the location of the subject in the project site.

FileName	Date	Subject/Site Name	Description	Standing	Facing
photo_1.jpg	5/1/2010	stream crossing	east approach	mid road 100 feet east of stream crossing	west
photo_2.jpg	5/1/2010	culvert inlet	projecting barrel	road shoulder on north side	nw
photo_3.jpg	4/25/2009	culvert outlet	4 foot drop into channel	mid-channel 50 feet downstream of culvert outlet	upstream

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: P1610515

Grantee Name: County of Humboldt, Dept. of Public Works

Page 1 of 6

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that the CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.
6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

**Exhibit 1.a – Public Entities
General Grant Provisions**Agreement Number: P1610515Grantee Name: County of Humboldt, Dept. of Public Works

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8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

10. **LICENSES AND PERMITS (If Applicable):** The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.

11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: P1610515

Grantee Name: County of Humboldt, Dept. of Public Works

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This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: P1610515

Grantee Name: County of Humboldt, Dept. of Public Works

16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

**Exhibit 1.a – Public Entities
General Grant Provisions**Agreement Number: P1610515Grantee Name: County of Humboldt, Dept. of Public Works

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The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CDFW or any other California State entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the

**Exhibit 1.a – Public Entities
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Grantee Name: County of Humboldt, Dept. of Public Works

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Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

**Exhibit 2 – Federal
Grant Provisions**

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Grantee Name: County of Humboldt, Dept. of Public Works

SAVE

PRINT

CLEAR

Page 1 of 3

1. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESSES:** The Grantee agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:
 - a. Include qualified small, minority and women-owned businesses on solicitation lists;
 - b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses;
 - d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;
 - e. Using the services and assistance of the Small Business Administration, the Minority business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and
 - f. If the Grantee awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs A through E of this section.
2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.
3. **PRIVITY:** This Agreement is funded in whole or in part by a grant from the Federal Government. Neither the United States nor any of its departments, agencies, or employees are, or will be, a part to this Agreement or any lower tier subcontract or to any solicitation or request for proposal.
4. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Grantee understands that the State is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in Title 48 Code of Federal Regulations (CFR) Part 31 and any conditions in the grant Agreement and any amendments thereto. In order to ensure that the State can meet these obligations, the Grantee warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with: 1) all applicable provisions of Title 48 CFR Part 31; and 2) all general and special conditions contained in the Agreement.
5. **COPYRIGHTS:** The Grantee agrees to and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.

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6. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM: The Grantee and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:

- a. Permit preparation of reports required by Title 48 CFR Part 31 (including those required by Title 48 CFR part 31.40 and 31.41) and statutes authorizing the grant.
- b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.

7. APPLICABLE COST PRINCIPLES: The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB):

- a. OMB Circular 21 – Education Institutions;
- b. OMB Circular A-87 – State, Local or Indian Tribe Governments;
- c. OMB Circular A-122 – Cost Principals for Non-Profit Organizations;
- d. OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations; or
- e. Title 48 CFR Part 31 – For-Profit Organizations

Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Grantee or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

8. CONTINGENT FUNDING: It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the US Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds.

The California Department of Fish and Wildlife (CDFW) has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

**Exhibit 2 – Federal
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Grantee Name: County of Humboldt, Dept. of Public Works

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- 9. ENVIRONMENTAL QUALITY:** The Grantee and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15.

The Grantee shall comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

- 10. RECYCLED PAPER:** The Grantee agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the State. This requirement does not apply to reports which are prepared on form supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

- 11. SINGLE AUDIT ACT:** To the extent applicable, the Grantee shall be subject to and shall comply with the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.

- 12. FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the Grantee is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of CDFW on the basis of race, color, national origin, age, sex (in education activities) or disability.

- 13. COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA):** As a recipient of a federal contract, grant or other federal funds, the State is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about the State's contractors, grantees and sub-recipients of that federal funding. The Grantee, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Grantee shall complete the FFATA Certification form (DFW 868) and submit it as instructed, on or before execution of the agreement. If not exempt, the Grantee shall create a registration, or update its data if already registered, on the federal System for Award Management (SAM) at www.sam.gov. A DUNS number is required for the SAM registration and must be included on the FFATA Certification form unless exempted per the certification. Grantee agrees to update its SAM registration and notify the State if there is a material change to its SAM data, or its exemption status changes.

ATTACHMENT 1

Resolution No. _____ Authorizing Execution of an Agreement with the California Department of Fish and Wildlife, and the Provision of Matching Funds, Regarding the Administration, Construction and Maintenance of the Dinner Creek Fish Passage Barrier Removal Project

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of June 27, 2017

RESOLUTION NO. 17-57

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, AND THE PROVISION OF MATCHING FUNDS, REGARDING THE ADMINISTRATION, CONSTRUCTION AND MAINTENANCE OF THE DINNER CREEK FISH PASSAGE BARRIER REMOVAL PROJECT

WHEREAS, in March of 2016, the County of Humboldt, by and through its Department of Public Works, submitted a grant application to the California Department of Fish and Wildlife for the Dinner Creek Fish Passage Barrier Removal Project; and

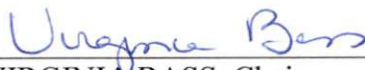
WHEREAS, on June 1, 2017, the California Department of Fish and Wildlife offered to award grant funding to the County of Humboldt in order to administer, construct and maintain the Dinner Creek Fish Passage Barrier Removal Project; and

WHEREAS, in order to complete the grant requirements, the Humboldt County Board of Supervisors must authorize the execution of a grant agreement with the California Department of Fish and Wildlife, and the provision of matching funds, regarding the administration, construction and maintenance of the Dinner Creek Fish Passage Barrier Removal Project.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Humboldt County Board of Supervisors hereby finds that all of the recitations made hereinabove are true and correct; and
2. The Humboldt County Board of Supervisors hereby approves entering into an agreement with the California Department of Fish and Wildlife to obtain grant funding for the Dinner Creek Fish Passage Barrier Removal Project; and
3. The Humboldt County Board of Supervisors hereby authorizes the Director of Public Works, or a designee thereof, to execute a grant agreement with the California Department of Fish and Wildlife regarding the administration, construction and maintenance of the Dinner Creek Fish Passage Barrier Removal Project; and
4. The Humboldt County Board of Supervisors hereby authorizes the provision of matching funds totaling \$72,824 from the Humboldt County Department of Public Works Road Fund toward the administration, construction and maintenance of the Dinner Creek Fish Passage Barrier Removal Project; and
5. The Humboldt County Board of Supervisors hereby authorizes the Director of Public Works to accept the completed "fish friendly" stream crossing into the County maintained road system upon completion of the Dinner Creek Fish Passage Barrier Removal Project.

Dated: June 27, 2017



VIRGINIA BASS, Chair
Humboldt County Board of Supervisors

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of June 27, 2017

RESOLUTION NO. 17-57


Adopted on motion by Supervisor Sundberg, seconded by Supervisor Fennell, and the following vote:

AYES:	Supervisors	Sundberg, Fennell, Bass, Bohn
NAYS:	Supervisors	--
ABSENT:	Supervisors	Wilson
ABSTAIN:	Supervisors	--

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



By ANA HARTWELL
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

ATTACHMENT 2

Fisheries Restoration Grant Program Grant Agreement Number P1610515 Regarding the Dinner Creek
Fish Passage Barrier Removal Project



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Director's Office
1416 Ninth Street, 12th Floor
Sacramento, CA 95814
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



FISHERIES RESTORATION GRANT PROGRAM GRANT AGREEMENT NUMBER P1610515

GRANTOR: State of California, acting by and through (Grantor)
The California Department of Fish and Wildlife,
P.O. Box 44209
Sacramento, CA 94244-2090

GRANTEE: County of Humboldt - Department of Public Works
(Grantee)
1106 Second Street
Eureka, CA 95501

SECTION 1- LEGAL BASIS OF AWARD

Pursuant to Public Resource Code 6217.1, Grantor is authorized to enter into a Grant Agreement ("Agreement") and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee ("the parties") accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

- 2.01 Grant:** In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$846,630 to financially support and assist Grantee's implementation of Dinner Creek Fish Passage Barrier Removal Project.
- 2.02 Term:** The term of this agreement is June 1, 2017, or upon Grantor approval, whichever is later, through March 31, 2019. Grantee must obtain an executed grant and a Notice to Proceed letter before commencing work. The Grantee should be aware that time is of the essence and the Grantor expects work will be started during the first available field season, or as soon as practicable. This Grant must commence work within one year of execution date of the grant or the State reserves the right to terminate this agreement.

SECTION 3 – USES OF GRANT

- 3.01 Eligible Uses of Grant:** Grantee's use of the Grant moneys is limited to those expenditures necessary to implement the Project and that are eligible under applicable Federal and State of California law. Furthermore, Grantee's expenditure of Grant moneys must be in accordance with the Project budget and

narrative (the "Budget") set forth within this agreement. Grantee may not transfer Grant moneys between or among Budget line items without written approval from Grantor Project Manager.

This Grant 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.

SECTION 4 - GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence of Power:** Grantee is a governmental entity, validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- 4.03 Disputes:** Any disputes concerning the project or the Grant 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 California Department of Fish and Wildlife (CDFW), whose decision will be final.

SECTION 5 - GRANTEE'S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the parties for the purpose of providing financial support to Grantee to complete the activities identified within Section 6 - Project Statement: Objectives and Timelines.
- 5.02 Project Statement:** Grantee shall complete activities as set forth in Section 6 - Project Statement: Objectives and Timelines. Changes to Section 6 shall be submitted to the Grantor Project Manager for prior approval and may be made only as provided in Exhibit 1.a of this Agreement, which is attached hereto and made a part of this agreement.

County of Humboldt - Department of Public Works
GRANT AGREEMENT NUMBER P1610515

- 5.03 Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6 - Project Statement: Objectives and Timelines, and shall expend these funds in accordance with the budget shown in Section 8 - Budget. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 5.04 Funding Acknowledgment:** The Grantee will acknowledge the participation of the California Department of Fish and Wildlife, Fisheries Restoration Grant funds on any signs, flyers, or other types of written communication or notice to advertise or explain this Agreement.
- 5.05 Payment Schedule:** Payments shall be made to Grantee according to the payment schedule identified in Section 8 - Budget.
- 5.06 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.07 Submission of Reports:** Grantee shall submit reports in accordance with the report schedule in Section 7 - Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7 - Reports, and shall address the activities outlined in Section 6 - Project Statement: Objectives and Timelines. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.
- 5.08 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a), which is attached hereto and made a part of this agreement by this reference.
- 5.09 Federal Terms and Conditions:** Exhibit 2, Federal Terms and Conditions, which is attached hereto and made a part of this agreement by this reference.
- 5.10 Amendments:** Any request for an amendment by the Grantee must be submitted to the Grantor Project Manager no later than 120 days prior to the close of the grant. Request must include explanation and justification for amendment.

SECTION 6 - PROJECT STATEMENT: OBJECTIVES AND TIMELINES

6.01 Introduction: The Grantee will remove three fish migration barriers, opening access to over 9,400 feet of spawning habitat in the Dinner Creek watershed. This will be accomplished by replacing three undersized culverts with fish friendly culverts.

This project is necessary because the existing culverts have been identified as fish migration barriers (Ross Taylor and Associates, 2005) and due to their size and corroded condition, pose a potential risk of introducing sediment loads into critical fish habitat downstream if they fail.

The two barriers at Site 1, an undersized culvert and a concrete weir, are considered partial barriers for adult Coho Salmon and steelhead trout but complete barriers for juvenile Coho Salmon and steelhead.

The culvert at Site 2 is a complete barrier to all life stages of Coho Salmon and steelhead. This culvert crossing, at Briceland Thorne Road, is perched approximately 5' above the stream channel.

Additionally, the upstream most crossing is an undersized culvert on a private drive that will also need to be replaced.

The Grantee shall not proceed with on the ground implementation until all necessary permits, consultations, and/or Notice to Proceed are secured. All habitat improvement will follow techniques in the California Salmonid Stream Habitat Restoration Manual Part IX and XII (Flosi et al 1998 and 2002).

6.02 Objective(s): Objectives of this project include:

- Remove three fish passage barriers on Dinner Creek.
- Provide access to 1.8 miles of historical habitat for coho salmon.

6.03 Project Description:

6.03.01 Location: The project site is located on Dinner Creek at two locations where Briceland Thorne Road crosses the creek. Site 1 is located at Post Mile 3.74 and Site 2 is located at Post Mile 3.27. There is an additional culvert replacement site immediately upstream of Site 2 and will occur at a private property driveway crossing. Site 1 is located roughly 4,800 feet upstream of China Gulch confluence, 12,500 feet upstream of Redwood Creek confluence, and 8.5 miles upstream of the confluence with the South Fork Eel River. Site 2 is roughly 3,000 feet upstream of Site 1.

Site 1 is located at 40.09305280° north latitude: 123.93156670° west longitude. Site two is located at 40.09149440° north latitude: 123.9376440° west longitude as depicted in the Project Location Map, Attachment 1, which is attached hereto and made a part of this agreement by this reference.

6.03.02 Project Set Up: The Grantees' Humboldt County Environmental Division (County Environmental) will oversee the project. They will coordinate project activities, communicate with the grantor, and prepare reports and invoices.

The time allocated for a County Design Engineer is to complete the bid package to the Board of Supervisors for project approval and answer questions during the project advertisement.

Construction Engineering includes preparation of survey staking data, a full time on-site inspector, a two person survey crew for staking the design and staff for materials testing and a Registered Engineer for construction oversight and contract administration.

Time is allocated for staff from the County Natural Resources Division (County Survey), a qualified fish biologist, to assist with the fish exclusion fencing installation, fish relocation efforts, weekly oversight for permit compliance and post construction surveys.

Additionally, costs have been included to complete a post construction thalweg survey to complete a performance measure of the completed project. The survey would be completed the following summer allowing time for the sediment to naturally redistribute in the channel.

Prior to the beginning of earthwork activities at each site, a fish protection water bypass system will be installed. Fish exclusion fencing will be installed at both sites approximately 50 feet upstream and downstream of both sites. Fish exclusion fencing will most likely be installed by County fisheries biologist or other qualified biologist (Fisheries Consultant). Fish relocation efforts would be done by a qualified biologist (Fisheries Consultant Sub-contractor) using e-fishing methods following CDFW and NMFS guidelines.

An additional construction subcontractor will install a vortex weir approximately 50' downstream of the new culvert at Site 2. The estimated hours for the subcontractor costs for project implementation