

CREATION: 010302
SOURCE : PUBWK
AGENDATE: 011502
INVENUM : 50176
RESOLUTN:
ORDINANC:
CONTRACT: 012687
CONTINUE:

- INDEX
- Letter of Public Works Department dated January 3, 2002
 - Independent Contractor Agreement
 - Scope of Work
 - Consultant Fee Schedule
 - Insurance Policy
 - Certificate of Liability Insurance
 - Contract No. 12687, 12660, 12659

ITEM 042. APPROVED independent contractor agreements with John Gilchrist and Associates, Kittleson Environmental Consulting and H.T. Harvey and Associates for a not-to-exceed amount of \$50,000 each for fish and wildlife biological services for various Public Works projects and authorized the Director of Public Works to sign the agreements on behalf of the County, as recommended by the Director of Public Works



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

APPROVED AND FILED
BOARD OF SUPERVISORS

DATE: 1/15/02

COUNTY OF SANTA CRUZ

SUSANA MAURIELLO

EX-OFFICIO CLERK OF THE BOARD

BY *[Signature]* DEPUTY

AGENDA: JANUARY 15, 2002

January 3, 2002

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street

Santa Cruz, California 95060

SUBJECT: FISH AND WILDLIFE BIOLOGICAL SERVICES FOR THE
DEPARTMENT OF PUBLIC WORKS - AWARD OF CONTRACT

Members of the Board:

On September 25, 2001, your Board approved issuance of a Request for Proposals for fish and wildlife biological services for the Department of Public Works projects. Seven proposals were received and they were evaluated by Planning and Public Works staff that have experience in working with fish and wildlife biologists. Of those evaluated, John Gilchrist & Associates, Kittleson Environmental Consulting and H.T. Harvey & Associates were selected based on being most qualified with fish and wildlife biological services.

The Department of Public Works, in the development of most of our improvement projects, is required by the U.S. Fish and Wildlife Services and the National Marine Fisheries Services under the Federal Endangered Species Act to have an approved wildlife biologist available to provide biological assessments and on-site monitoring for endangered or threatened species. The three most prominent species listed as federally endangered that may be affected by Public Works' projects include coho salmon, steelhead and the red-legged frog, and in general they are present in every project that is constructed in a riparian habitat, wetland, stream, lake or river. It is also important to note that financial penalties can be assessed against public agencies for failure to comply with the Federal Endangered Species Act.

Over this past year there were numerous projects where our department utilized an approved wildlife biologist for preconstruction surveys and during the different construction phases of a project. Due to this increased demand to incorporate fish and wildlife biological services measures into our projects and the vast amount of work created by the federal requirements, it is necessary for us to have several fish and wildlife biologists under contract to insure our projects are completed under the federal and state requirements. We have therefore selected three firms to

perform the work, so that if a project is within an endangered species habitat area, we will have an authorized biologist ready to implement required measures to ensure the preservation of that species. Because many of our projects are under construction at the same time during the summer and fall, there is a critical need to have several consultants ready to respond to project time lines accordingly. It will also insure that we have biologists available to meet specific funding time constraints that have been placed on the County by the Federal Emergency Management Agency and the Office of Emergency Services for storm damage repair projects.

Public Works intends to compensate the wildlife biological firms based on a force account payment (time and materials) for specific work assignment to projects as needed. Each of the three firms will be required to submit a cost estimate for the work to be performed on each project and to obtain written approval from Public Works prior to commencing work. We do not anticipate fully expending the contract amount for each of the selected firms. However, if there is a "take" of an endangered species on any of our projects during construction, we will be prepared to respond in a timely manner with the necessary resources. Also, because of the varying nature of the County's improvement projects, including those projects that are subject to oversight from the various regulatory agencies, it is difficult at this time to anticipate the exact cost for the various services that will be required from each firm.

Public Works has completed the final scope of work and cost negotiations with the selected firms, and presented here for your consideration is an independent contractor agreement with each consultant in the not-to-exceed amount of \$50,000 each. Sufficient funds are available for these three contracts in the approved road program funds for the various affected projects.

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

1. Approve the attached independent contractor agreements with John Gilchrist & Associates, Kittleson Environmental Consulting and H. T. Harvey & Associates for a not-to-exceed amount of \$50,000 each for fish and wildlife biological services.
2. Authorize the Director of Public Works to sign the agreements on behalf of the County.

Yours truly,

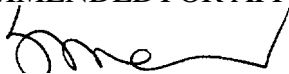


THOMAS L. BOLICH
Director of Public Works

CS:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Public Works Department

fawb.wpd

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)

BY: *[Signature]* (Signature) 11-27-01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
JOHN GILCHRIST AND ASSOCIATES
and 226 Spring Street, Santa Cruz, CA 95060 (Name/Address)

2. The agreement will provide fish and wildlife biological services for various Public Works projects.

3. Period of the agreement is from Board Approval to June 30, 2002

4. Anticipated Cost is \$50,000 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Contract \$50,000; 7% Overhead \$3,500; Total \$53,500

5. Detail: On Continuing Agreements List for FY ~ . Page CC- Contract No: OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 621100!40065!3665! (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not have been

Contract No: 1208T
By: *[Signature]* Date: 11/21/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Director of Public Works (Dept/Agency Head) to execute on behalf of the Department of Public Works (Department/Agency)

Date: 11/29/01
CS:bbs

By: *[Signature]*
County Administrative Office

Distribution:

- Board of Supervisors - White
- Auditor ~~Control~~ - Canary
- Auditor-Controller - Pink
- Department - Gold

County of Santa Cruz
[Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 11/15/02 20
[Signature]
By: Deputy Clerk

ADM - 29 (8/01)
Title I, section 300 Proc Man

AUDITORCONTROLLERUSE ONLY

CO	Document No	JE Amount	Lines	H/TL	Keyed By	Date
	42	\$				
TC110	Auditor Description	Amount	Index	Sub object	User Code	

INDEPENDENT CONTRACTOR AGREEMENT

0369

THIS CONTRACT is entered into this 15th day of January 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and JOHN GILCHRIST AND ASSOCIATES, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: TO PROVIDE GENERAL ENVIRONMENTAL CONSULTING AND MONITORING SERVICES FOR PUBLIC WORKS PROJECTS, AS DESCRIBED IN SCOPE OF WORK.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$50,000, IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. TERM. The term of this contract shall be: FROM BOARD APPROVAL UNTIL JUNE 30, 2002.

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

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

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

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

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

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

subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____/_____

0370

A. Types of Insurance and Minimum Limits

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

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

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY Jy / _____.

B. Other Insurance Provisions

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

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

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

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

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

0371

CONNIE SILVA
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060"

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

CONNIE SILVA
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

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

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

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

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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

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

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

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

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

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

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

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

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

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

14. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.


15. ATTACHMENTS. This Agreement includes the following attachments:
SCOPE OF WORK.

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

COUNTY OF SANTA CRUZ

By: 
Director of Public Works

CONTRACTOR
JOHN GILCHRIST AND ASSOCIATES

By: 

Address: 226 SPRING STREET
SANTA CRUZ, CA 95060

Telephone: (831) 429-4355
FAX: 831 - 425 - 2305
E-MAIL: jga @ cruzio. com

APPROVED AS TO FORM:

By:  12.3.0
Chief Assistant County Counsel

CS:abc

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JGAA.wpd

SCOPE OF WORK

John Gilchrist and Associates will assist the Santa Cruz County Department of Public Works with review of fish and wildlife resources at sites where the Department is planning to construct new projects or conducting maintenance activities. JGA will conduct surveys of sensitive (rare, threatened, endangered) species or communities, propose appropriate mitigation measures, plan and carry out species monitoring programs, as requested by the Department. JGA will also assist with federal, state and county permitting as needed.

CONSULTANT FEE SCHEDULE**Personnel:**

John Gilchrist, Principal	\$ 90.00/hr.
Jeff Hagar	90.00/hr.
Mara Noelle, Wetland Ecologist	70.00/hr.
Laurie Kiguchi, Botanist	70.00/hr.
David Suddjian, Wildlife Biologist	70.00/hr.
Graphics Illustrator	65.00/hr.

Expenses:

Travel:	
Standard Vehicle	\$ 0.33/mile
Airfare, Hotel, Meals	At cost
Communications	At cost
Photocopying	\$ 0.10/page
Graphics Materials and Report Production	At cost

Rates effective 6/1/01

FRCDJGER
 CAMPUS INS. SERV. - S.C. 2354 MA 39
 P.O. BOX 643
 SANTA CRUZ CA 95061
 TELEPHONE: (831) 427-3272



MERCURY INSURANCE COMPANY

**AUTOMOBILE POLICY DECLARATIONS
 IMPORTANT COVERAGE EXCLUSION**

APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO, LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER
 It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive.

ANDREW WILLIAMSON

0376

POLICY NUMBER AP 39003169
POLICY PERIOD FROM 09/30/2001 12:01 AM TO 03/30/2002 12:01 AM

PERSONS INSURED
NAMED INSURED
 JOHN A GILCHRIST
DRIVERS
 JOHN A GILCHRIST
 SUSAN V GILCHRIST

MAILING ADDRESS 226 SPRING ST
 SANTA CRUZ CA 95060

CAR	YEAR	VEHICLE DESCRIPTION	SERIAL NUMBER	COST OR VALUE	NEW/USED	PURCH. DATE	H.P./CID
1	1984	TOYOTA PICKUP 4X2	JT4RN56DXE5011047	4300	U	02/1995	
2	1998	HONDA ACCORD EX 4DR	1HGG5553WA188933	22223	N	06/1998	
3	1999	SUBARU LEGACY OUTBACK SED 4DR	4S3BG6859X7635498	22500	U	06/2001	

USINESS AUTO

LOSS PAYEES (LP), ADDITIONAL INTERESTS (AI), LOSS PAYEES AND ADDITIONAL INTERESTS (LA), GARAGING ADDRESSES (GA), AND REGISTERED OWNERS (RO) OTHER THAN THOSE LISTED ABOVE.

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY A SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY FOR EACH SUCH COVERAGE IS STATED BELOW SUBJECT TO ALL THE TERMS OF THE POLICY.

COVERAGES	LIMITS OF LIABILITY	PREMIUMS			SPECIAL EQUIPMENT ITEMS INSURED AND AMOUNTS OF INSURANCE FOR EACH ITEM ARE STATED HEREIN. ITEMS INSURED ARE SUBJECT TO THE DEDUCTIBLE.						
		CAR 1	CAR 2	CAR 3							
BODILY INJURY LIABILITY	\$ 250,000 EACH PERSON \$ 500,000 EACH ACCIDENT	64	89	95	<table border="1"> <thead> <tr> <th>CAR #</th> <th>ITEMS INSURED</th> <th>LIMIT</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	CAR #	ITEMS INSURED	LIMIT			
CAR #	ITEMS INSURED	LIMIT									
PROPERTY DAMAGE LIABILITY	\$ 100,000 EACH ACCIDENT										
UNINSURED MOTORISTS BODILY INJURY LIABILITY	\$ 100,000 EACH PERSON \$ 300,000 EACH ACCIDENT	1	3	7							
UNINSURED MOTORISTS PROPERTY DAMAGE LIABILITY	\$ MAXIMUM										
COLLISION DEDUCTIBLE WAIVER		3	3	4							
MEDICAL EXPENSE	\$ 2000 <input checked="" type="checkbox"/> EXCESS WITH REIMBURSEMENT TO COMPANY <input type="checkbox"/> NO EXCESS NO REIMBURSEMENT	1	4	7							
LEASE/LOAN GAP COVERAGE	CAR CAR CAR										
COMPREHENSIVE	DEDUCTIBLE CAR 1 \$ 100 CAR 2 \$ 100 CAR 3 \$ 100	10	14	24							
COLLISION	DEDUCTIBLE CAR 1 \$ 500 CAR 2 \$ 500 CAR 3 \$ 500	9	80	123							
TOWING AND LABOR	\$ EACH DISABLEMENT										
RENTAL CAR BENEFIT	\$ PER DAY DAYS										
RENTED CAR PHYSICAL DAMAGE	\$ DEDUCTIBLE PER CLAIM (SEE RCPD PREMIUM BELOW)	PREMIUMS PER CAR									
ENDORSEMENTS ATTACHED TO THE POLICY		88	193	260							
U-10 01/2001 U-45A U-179 U-137		RCPD PREMIUM	POLICY FEE								
TOTAL PREMIUM					54						

IMPORTANT INFORMATION

EFFECTIVE 09/30/2001
 Your automobile insurance expires and coverage ceases at 12:01 AM on 09/30/2001.
 Coverage under this policy will become effective provided the premium is paid as indicated on the enclosed NOTICE OF PREMIUM DUE.

42

MAILED TO:
 JOHN A GILCHRIST
 226 SPRING ST
 SANTA CRUZ CA 95060

POLICY NUMBER: AP 39003169
MAILING DATE: 08/30/2001

NOTICE OF INSURANCE BINDER

ORIGINAL EXTENDING AMENDING

AUTO	FIRE	MARINE	OTHER
	X		
DATE OF PREVIOUS NOTICE			

GENTLEMEN: PLEASE BE ADVISED THAT INSURANCE HAS BEEN ORDERED AND BOUND AS LISTED. PENDING ISSUANCE OF A POLICY TO YOU PLEASE ACCEPT THIS FORM AS A BINDER.

THIS BINDER EXPIRES ~~9297~~ ⁰³³⁷⁷ DAYS FROM SIGNATURE DATE

NAME INSURED **JOHN GILCHRIST**
 PROPERTY INSURED **1998 HONDA ACCORD EX THGCG5553WA188933**

B.I. LIMITS \$ <u>250,000</u> EACH PERSON	<input type="checkbox"/> FIRE DWLG. \$ _____
\$ <u>500,000</u> EACH OCCURRENCE	<input type="checkbox"/> CONTENTS \$ _____
P.D. LIMITS \$ <u>100,000</u>	<input type="checkbox"/> H.O. POLICY <input type="checkbox"/> RENTERS
U.M. COV. \$ <u>100,000/300,000</u>	<input type="checkbox"/> E.C.E. <input type="checkbox"/> BROAD FORM
SINGLE LIMIT \$ _____	<input type="checkbox"/> SPEC FORM <input type="checkbox"/> A.P.L. <input type="checkbox"/> O.L.T.
MED. LIMIT \$ <u>2000</u>	<input type="checkbox"/> PERSONAL INJURY
COMP. <input checked="" type="checkbox"/> ACV. <input type="checkbox"/> _____ DEDUCT	<input type="checkbox"/> COMMERCIAL _____ % TO VALUE
COLLISION \$ <u>500</u> DEDUCT	AMT. OF PREMIUM \$ _____

EFFECTIVE	11/29/2001	AT <u>10:40</u> ^{A.M.} P.M.
EXPIRES	03/30/2002	AT <u>12:01</u> ^{A.M.} P.M.
INSURING COMPANY	MERCURY INSURANCE	
<input type="checkbox"/> PREMIUM TO BE BASED UPON FILED INSURANCE RATES		
<input type="checkbox"/> PREMIUM TO BE DETERMINED BY UNDERWRITING		
AUTHORIZED SIGNATURE	<i>Stan Roe</i>	DATE <u>11-29-01</u>

LOSS PAYEE ADDITIONAL INSURED

COUNTY OF SANTA CRUZ PUBLIC WORKS DEPT
 701 OCEAN ST #410
 SANTA CRUZ, CA 95060

AGENT/BROKER

CAMPUS INSURANCE SERVICE
 303 Water Street
 Santa Cruz, California 95060
 (408)427-3272

EMHU

JOHN -01

CERTIFICATE OF LIABILITY INSURANCE

0378

DATE (MM/DD/YY)

11/29/2001

ISSUER (209) 477-7707

N. Potter Insurance Agency, Inc.
3 Fuller
License #0562307
P.O. Box 7187
Stockton CA 95267

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: General Star Indemnity Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

John Gilchrist & Associates
226 Spring Street
Santa Cruz CA 95060

CO
ACCT
CF
11/29/2001 11:22:33
SANTA CRUZ

COVERAGE

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POL CY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1YG350981	9/1/2001	9/1/2002	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Deductible 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SHARED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER Prof. Liability - Soil Program	1YG350981	9/1/2001	9/1/2002	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

See attached page..

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

42

Santa Cruz Co Public Works Dept
Attn: Connie Silva
701 Ocean Street, Room 410
Santa Cruz CA 95060-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Roderick B. Fuller

DESCRIPTION OF OPERATIONS - Certificate of Liability Insurance

<p>John Gilchrist & Associates 226 Spring Street Santa Cruz CA 95060</p>	<p style="text-align: right;">0379</p> <p>Santa Cruz Co Public Works Dept Attn: Connie Silva 701 Ocean Street, Room 410 Santa Cruz CA 95060-</p>
--	--

** Professional Liability Claims Made Form / \$1,000,000 Per Aggregate / \$1,000,000 Per Occurrence.

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

"This insurance shall not be cancelled until after thirty (30) days prior written notice (except in the event of non-payment which is ten (10) days), has been given to:

Connie Silva
Department of Public Works
701 Ocean Street, Room 410
Santa Cruz, CA 95060"

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0401

TO: **Board of Supervisors**
County Administrative Office
Auditor **Condar**

FROM: PUBLIC WORKS (Department)

BY: [Signature] (Signature) 11-27-01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement

Revenue Agreement

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
H. T. HARVEY AND ASSOCIATES
and 794 Green Valley Road, Watsonville, CA 95076 (Name/Address)

2. The agreement will provide fish and wildlife biological services for various
Public Works projects.

3. Period of the agreement is from Board Approval to June 30, 2002

4. Anticipated Cost is \$ 50,000.00 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Contract \$50,000; 7% Overhead \$3,500; Total \$53,500

5. Detail: On Continuing Agreements List for FY _____, Page CC-_____, Contract No: _____ OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 621100 !40065 !3665! (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not available and will be encumbered.

Contract No: 12659
By: [Signature] Date: 1/30/01
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Director of Public Works (Dept/Agency Head) to execute on behalf of the Department of Public Works (Department/Agency)

Date: 11/29/01

By: [Signature]
County Administrative Office

CS:bb3

Distribution:

Board of Supervisors - White
Auditor - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
[Signature]
I, [Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 1/15 2002
[Signature]
By: Deputy Clerk

ADM - 29 (8/01)
Title I, Section 300 Proc Man

AUDITOR-CONTROLLER USE ONLY

CO _____	\$ _____	_____	_____	_____	_____	_____
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	42
TC110 _____	\$ _____	_____	_____	_____	_____	_____
Auditor Description	Amount	Index	Sub object	User Code		

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 15th day of January 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and H.T. HARVEY AND ASSOCIATES, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: TO PROVIDE GENERAL ENVIRONMENTAL CONSULTING AND MONITORING SERVICES FOR PUBLIC WORKS PROJECTS, AS DESCRIBED IN SCOPE OF WORK.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$50,000, IN A MANNER DESCRIBED IN SCOPE OF WORK.
3. TERM. The term of this contract shall be: FROM BOARD APPROVAL UNTIL JUNE 30, 2002.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it

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

subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless
CONTRACTOR and COUNTY both initial here _____/_____

0392

A. Types of Insurance and Minimum Limits

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

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

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____/_____. ✓

B. Other Insurance Provisions

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

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

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

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

"This insurance shall not be canceled until after thirty (30) days prior 0393
written notice has been given to:

CONNIE SILVA
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060"

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

CONNIE SILVA
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

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

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

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

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

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

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

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

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

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

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

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

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

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY. 0395

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

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

14. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. ATTACHMENTS. This Agreement includes the following attachments:
SCOPE OF WORK.

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

COUNTY OF SANTA CRUZ

By: [Signature]
Director of Public Works

CONTRACTOR

H.T. HARVEY AND ASSOCIATES

By: [Signature]
Scott B. Terrill, PhD V.P.
Address: 294 GREEN VALLEY ROAD.
SUITE 320
WATSONVILLE, CA 95076

APPROVED AS TO FORM:

By: [Signature] 12-3-01
Chief Assistant County Counsel

Telephone: (831) 786-1700

FAX: 408-448-9454

E-MAIL sterrill@harveycology.com

CS:abc

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

HTHA.wpd

H. T. Harvey and Associates provides a full range of ecological consulting services. Our staff includes experts in all biological disciplines necessary to address the requirements of the County of Santa Cruz.

The products we provide to our clients include:

Environmental Impact Analyses

Typically, our environmental impact analyses support environmental review (CEQA/NEPA) documents during project planning. We survey the site, determine, describe and discuss biotic habitats and resources associated with the project area. We evaluate the potential for the project to impact biotic resources and, in cases where impacts are unavoidable, design mitigation measures for those impacts.

Natural Environment Studies (NES)

We prepare NES's in Caltrans format. These studies also include a wetlands technical report, biological assessment, and mitigation feasibility reports.

Endangered and Special Status Species Studies

H. T. Harvey & Associates provides species-specific and protocol-level surveys for many listed species. We also conduct Section 7 and 10 consultations and prepare Biological Assessments in support of permit applications.

Wetland Delineation

We conduct wetland delineations and jurisdictional determinations of regulated habitats. We work with the U. S. Army Corps of Engineers, Regional Water Quality Control Board and California Department of Fish and Game to determine and verify jurisdictional boundaries.

Habitat Restoration Design and Monitoring

H. T. Harvey & Associates specializes in design of riparian and wetland habitat restoration. Our conceptual designs are frequently incorporated in Mitigation and Monitoring Plans in support of regulatory permit applications.

Permit Applications and Processing

We prepare and process regulatory permit applications for the U. S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game and California Coastal Commission. As part of permit processing, we often consult with the U. S. Fish and Wildlife Service and National Marine Fisheries Service.

Construction Monitoring and Permit Compliance

H. T. Harvey & Associates provides a full range of ecological expertise for on-site construction monitoring. We conduct preconstruction surveys for special-status species, provide reports for site clearance, devise reporting systems to document permit compliance and provide monitoring during and after construction to insure permit compliance. In addition, we work with project design teams, contractors, and resource agencies to avoid impacts to biological resources that allow construction to occur on schedule.

Professional Fees

Fees Effective January 1, 2001

Personnel Classification	Hourly Billing Rate
Principal	\$ 145 -150
Senior Associate Ecologist	\$ 125
Associate Ecologist	\$115
Senior Ecologist 3	\$105
Senior Ecologist 2	\$100
Senior Ecologist 1	\$95
Ecologist 3	\$ 90
Ecologist 2	\$85
Ecologist 1	\$80
Field Biologist 3	\$70
Field Biologist 2	\$65
Field Biologist 1	\$55
Graphics	\$75
Administrative Support	\$60
Clerical Support	\$45
Deposition and Testimony	Two times standard rate
 Subcontractual Consultants	 cost plus 10%
 Direct Expenses	 cost plus 10%
Transportation	34.5¢ / mile
Travel per diem (at cost)	- \$125/day
Computer Services	Variable
Field Equipment Operation	Variable

2001 Billina Rates

In-House Staff	Billable Rate	Outside Staff	Billable Rate
Principal		Senior Associate Ecologist	
Ron Duke	150	Howard Shellhammer	125
Scott Terrill	145	Associate Ecologist	115
Dan Stephens	145	Senior Ecologist 3	105
Pat Boursier	145	Senior Ecologist 2	100
Senior Associate Ecologist	125	Senior Ecologist 1	95
Associate Ecologist		Ecologist 3	
David Ainley	115	Colleen Lenihan	90
Eric Webb	115	Ecologist 2	85
Pat Reynolds	115	Ecologist 1	80
Senior Ecologist 3		Field Biologist 3	70
Kent Smith	105	Field Biologist 2	65
Senior Ecologist 2		Field Biologist 1	55
David Plumpton	100		
Julie Klingmann	100		
Gail Seeds	100		
Peter Klimley	100		
Mary Bacca	100		
Senior Ecologist 1			
Brian Boroski	95		
Max Busnardo	95		
Brian Cleary	95		
Ecologist 3			
Larry Spear	90		
Dave Johnston	90		
Craig Benson	90		
John Bourgeois	90		
Tom Ryan	90		
Jeff Seay	90		
Ecologist 2			
Jeff Wilkinson	85		
Gordon Michaud	85		
Randy Sisk	85		
Andrew Dilworth	85		
Ecologist 1			
Scott Yaeger	80		
Robin Dakin	80		
Regine Castelli	80		
Naomi Nichol	80		
Ginger Boien	80		
Ernst Strenge	80		
Field Biologist 3			
Joanna Cezniak	70		
Amanda Carr	70		
David Thomson	70		
Kurt Flaig	70		
Field Biologist 2			
	65		
Field Biologist 1			
	55		
Graphics			
Noli Farwell	75		
David Voelker	75		
Mark Lagarde	75		
support			
Jane Hendricks	60		
Liesl Bross	60		
Kathi Kendrick	60		
Cynthia Pollard-Bell	60		
Sherry Briscoe	60		
Becky Teer	60		
Part-time Clerical Staff			
Vu Nguyen	45		

42

~~030399~~

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

DECEMBER 4, 2001

POLICY NUMBER: 1658015 - 01
CERTIFICATE EXPIRES: 9-1-02

□
COUNTY OF SANTA CRUZ
ATTN THOMAS BOLICH
501 OCEAN ST RM 410
SANTA CRUZ CA 95060

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ³⁰~~ten~~ days' advance written notice to the employer.

We will also give you ³⁰~~TEN~~ days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Tom Hansen
AUTHORIZED REPRESENTATIVE

Kc Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09/01/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

□
TRIPLE H S INC
DBA H T HARVEY & ASSOCIATES
3150 ALMADEN EXPWY #145
SAN JOSE CA 95118

42

ACORD CERTIFICATE OF LIABILITY INSURANCE

ID JF
THAR-1

DATE (MM/DD/YY)
12/03/01

PRODUCER
 Integra Insurance Services, Inc
 718 University, Suite 115
 P.O. Box 1138
 Loa Gatos CA 95031-1138
 Phone: 408-354-3030 Fax: 408-354-3454

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 X T Harvey & Associates DBA
 fax 448-9454
 Tri le H S, Inc. Cynthia Bell
 3158 Almaden Expressway, #145
 San Jose CA 95118

INSURER A: Atlantic Mutual 0400
 INSURER B: Royal Surplus Lines Insurance
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	432404250	09/01/01	09/01/02	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 250,000
	CLAIMS MADE OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ EXCLUDED
	GEN. AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				Emp Ben. 1,000,000
A	AUTOMOBILE LIABILITY	432404250	09/01/01	09/01/02	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS LIABILITY	432404250	09/01/01	09/01/02	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 0				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
B	OTHER	KZD528009	09/01/01	09/01/02	E.L. DISEASE - POLICY LIMIT \$
	Prof Liability				Limit \$1,000,000
					Ded. \$10,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Coverage limited only to those operations performed by or on behalf of the named insured. The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under agreement with the County of Santa Cruz.

CERTIFICATE HOLDER

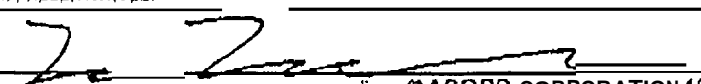
ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

county of Santa Cruz
 Department of Public Works
 Attn. Connie Silva
 101 Ocean Street Room #410
 Santa Cruz CA 95060

C OF SA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL IMMEDIATELY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
 IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.



COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)
BY: [Signature] (Signature) 11-27-01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement Revenue Agreement

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
KITTLESON ENVIRONMENTAL CONSULTING
and 3784 Malibu Drive, Santa Cruz, CA 95062 (Name/Address)

2. The agreement will provide fish and wildlife biological services for various Public Works projects.

3. Period of the agreement is from Board Approval to June 3, 2002

4. Anticipated Cost is \$ 50,000 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Contract \$50,000; 7% Overhead \$3,500; Total \$53,500

5. Detail: On Continuing Agreements List for FY - , Page CC- Contract No: OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 621100 140065 136651 (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFRCIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered. Contract No: 12660
are not available and will be encumbered. By: [Signature] Date: 11/30/01
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Director of Public Works (Dept/Agency Head) to execute on behalf of the Department of Public Works (Department/Agency)

Date 11/29/01 By: [Signature] County Administrative Office

Distribution:
Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold
ADM - 29 (8/01)
Title I, Section 300 Proc Man

State of California
County of Santa Cruz
Susan A. Mauriello ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 1/5 2002
By: [Signature] Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	JE Amount	Lines	H/TL	Keyed By	Date
Do 42					
TC110	Auditor Description	Amount	Index	Sub object	User Code

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 15th day of January 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and KITTLESON ENVIRONMENTAL CONSULTING, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: TO PROVIDE GENERAL ENVIRONMENTAL CONSULTING AND MONITORING SERVICES FOR PUBLIC WORKS PROJECTS, AS DESCRIBED IN SCOPE OF WORK.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$50,000, IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. TERM. The term of this contract shall be: FROM BOARD APPROVAL UNTIL JUNE 30, 2002.

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

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

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

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

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

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as

.to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

A. Types of Insurance and Minimum Limits

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

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

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____ / _____. ✓

B. Other Insurance Provisions

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

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

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

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

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

CONNIE SILVA
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060"

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

CONNIE SILVA
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

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

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

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

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

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

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

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

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

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

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

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

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

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

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11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

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

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

14. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

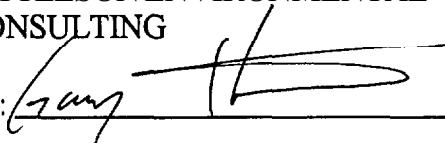
15. ATTACHMENTS. This Agreement includes the following attachments:
SCOPE OF WORK.

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

COUNTY OF SANTA CRUZ

CONTRACTOR
KITTLESON ENVIRONMENTAL
CONSULTING

By: 
Director of Public Works

By: 

Address: 3284 MALIBU DRIVE
SANTA CRUZ, CA 95062

APPROVED AS TO FORM:

Telephone: (831) 251-0215
FAX: (831) 479-0138
E-MAIL garvkit@acbell.net

By:  12-3-01
Chief Assistant County Counsel
CS:abc

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

KITA.wpd

THOMAS L. BOLICH
 DIRECTOR OF PUBLIC WORKS
 County of Santa Cruz
 Public Works Department
 701 Ocean Street, Room 410
 Santa Cruz, CA 95060

November 28, 2001

Subject: Scope of Work to Perform Fish and Wildlife Biological Services for the Santa Cruz County Department of Public Works

Dear Mr. Bolich,

Kittleson Environmental Consulting (KEC) appreciates the opportunity to a scope of work, and a fee schedule to perform as-needed biological monitoring duties, regulatory permit expediting, and project design consultation for the County of Santa Cruz Department of Public Works. Since some improvement projects may affect threatened and endangered species, the Department of Public Works is required to provide biological pre-construction surveys and monitoring to conform to state law and the federal Endangered Species Act.

For purposes of providing full-service biological consulting to the County, Kittleson Environmental Consulting **is** teaming with a consortium of qualified consultants with local expertise and experience throughout Santa Cruz County. Together, this pool of experienced local professionals will provide a full range of biological and permitting expertise with extensive experience working with Santa Cruz County, California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB3), California Coastal Commission (CACC), National Marine Fisheries Service (NMFS), U. S. Army Corps of Engineers (Corps), and the U. S. Fish and Wildlife Service Ventura Field Station (USFWS).

Mr. Gary Kittleson will manage all projects and provide a single point of contact for the County. **D. W. ALLEY & Associates, Biosearch Wildlife Surveys** and **Bryan Mori Biological Consulting** will perform fish and wildlife studies and services as needed. **Native Vegetation Network** will perform botanical studies, plans and restoration work. Gary Kittleson will conduct the majority of day-to-day construction monitoring and project assessments, with support by team specialists and the group's experienced fish and wildlife biologists. The team is all local and available, on-call, throughout the year. As such, our services are practical, affordable and reliable.

Our team of professionals is committed to providing quality biological consulting services aimed at assisting clients in efficiently addressing the concerns of regulatory agencies. By collecting appropriate field data and conducting objective analyses utilizing state of the art methods and agency-approved protocols, we can meet regulatory requirements while maintaining a high level of biological integrity. It **is** our philosophy that anticipation of agency concerns, unbiased data collection and presentation, and thorough analysis enable sound engineering designs that minimize construction complications and avoid costly permitting delays.

D.W. ALLEY & Associates
 Bryan Mori Environmental Consulting

Biosearch Wildlife Surveys
 Native Vegetation Network

Kittleson Environmental Consulting 3284 Malibu Drive Santa Cruz, CA 95062
 Phone: (831) 251-0215 Fax: (831) 479-0138 E-mail: garykit@pacbell.net

RATE SCHEDULE

<u>Kittleson Environmental Consulting</u>		<u>Hourly Rate</u>
Gary Kittleson	Project Management	\$85.00
	Construction Monitoring	\$60.00
<u>DW Alley and Associates</u>		
Don Alley	Fisheries Biologist	\$85.00
Walter Heady	Wildlife Biologist/Field Technician	\$50.00
<u>Biosearch Wildlife Surveys</u>		
Mark Allaback	Wildlife Biologist	\$55.00
David Laabs	Wildlife Biologist	\$55.00
	Field Technician and/or Monitor	\$50.00
<u>Bryan Mori Environmental Consulting Services</u>		
Bryan Mori		\$55.00
<u>Native Vegetation Network</u>		
Valerie Haley		\$55.00
	Field Assistants	\$40.00
	Graphic Designer	\$40.00

REIMBURSABLE EXPENSES

Mileage charged at \$0.34/mi.
 Digital camera and media at \$25.00/mo
 Electrofisher at \$100/day for fish relocation.

D.W. ALLEY & Associates	Biosearch Wildlife Surveys
Bryan Mori Environmental Consulting	Native Vegetation Network

Kittleson Environmental Consulting 3284 Malibu Drive Santa Cruz, CA 95062
 Phone: (831) 2514215 Fax: (831) 4194138 E-mail: garykit@pacbell.net

<p>ACORD CERTIFICATE OF LIABILITY INSURANCE</p> <p>PRODUCER Wightman Insurance Agency United Valley Ins. Services 5353 Scotts Valley Dr. Ste. E Scotts Valley CA 95066 Phone: 831-438-2617 Fax: 831-438-2698</p>	<p style="text-align: right;">DATE (MM/DD/YY) 11/29/01</p> <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p style="text-align: center;">INSURERS AFFORDING COVERAGE</p> <p>INSURER A: Everest Indemnity Insurance Co</p> <p>INSURER B:</p> <p>INSURER C:</p> <p>INSURER D:</p> <p>INSURER E:</p>
<p>INSURED</p> <p>Kittleson Consulting Gary Kittleson 3284 Malibu Drive Santa Cruz CA 95062</p>	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IS/ TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	4000000489-011	10/16/01	10/16/02	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> prof liab				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY				CSL 1000000
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS	PROPERTY DAMAGE (Per accident) \$				
<input type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO					OTHER THAN EAACC 3
					AUTO ONLY AGG \$
EXCESS LIABILITY					EACH OCCURRENCE \$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE \$
<input type="checkbox"/> COEJUCTIBLE					\$
<input type="checkbox"/> RETENTION					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
OTHER					

DESCRIPTION OF OPERATIONS LOCATIONS NEHICLES EXCLUSIONS ADDED BY ENDORSEMENT SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. REF: COUNTY BIOLOGICAL MONITORING

<p>CERTIFICATE NO. 42</p> <p>COUNTY OF SANTA CRUZ PUBLIC WORKS DEPT. CONNIE SILVA 701 OCEAN ST., RM 410 SANTA CRUZ CA 95062</p>	<p><input checked="" type="checkbox"/> Y</p>	<p>ADDITIONAL INSURED; INSURER LETTER:</p> <p style="text-align: center;">COUSAN3</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Phillip M. Wightman</p>
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USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)
9800 Fredericksburg Road - San Antonio, Texas 78288
CALIFORNIA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

RENEWAL OF

State 02, 03 Veh CA 380380 POLICY NUMBER 00649 52 45C 710;
POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE SEP 25 2001 TO MAR 25 2002

Named Insured and Address

KRISTEN L SCHROEDER
3284 MALIBU DR
SANTA CRUZ CA 95062-2031

OPERATORS
01 KRISTEN L SCHROEDER
04 GARY A KITTLESON

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE, WORK Miles One Way. Rows include JEEP CHEROKEE SPT and TOYOTA CAMRY DLX.

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=

VEH 02 SANTA CRUZ CA 95062-2031
VEH 03 SANTA CRUZ CA 95062-2031

Table with columns: COVERAGES, LIMITS OF LIABILITY, VEH (32) 6-MONTH, VEH (03) 6-MONTH, VEH, VEH. Rows include PART A - LIABILITY (BODILY INJURY, PROPERTY DAMAGE), PART C - UNINSURED MOTORISTS, PART D - PHYSICAL DAMAGE COVERAGE, and VEHICLE TOTAL PREMIUM.

THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:
VEH 02 - MEDICAL PAYMENTS, EXTENDED BENEFITS COVERAGE, RENTAL REIMBURSEMENT, TOWING AND LABOR
VEH 03 - MEDICAL PAYMENTS, EXTENDED BENEFITS COVERAGE, RENTAL REIMBURSEMENT, TOWING AND LABOR

ENCORSEMENTS: ADDED 09-25-01 - NONE
REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- A137(01) 5100CA(01) *** 13580(02)
INFORMATION FORMS(NOT PART OF POLICY)- AAWER 200CA(11) 260(01) 663CACIC(08)
5647(07) REDOM301

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Table with columns: 02211142000, 03212122000

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date AUGUST 20, 2001