



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz⁰³¹⁹

DEPARTMENT OF PUBLIC WORKS

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

AGENDA: DECEMBER 7, 1999

November 29, 1999

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

**SUBJECT: TIMBER EVALUATION SERVICES FOR ENVIRONMENTAL PERMIT
PROCESSING FOR THE GRAHAM HILL ROAD IMPROVEMENT PROJECT**

Members of the Board:

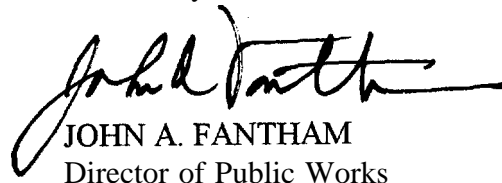
The Department of Public Works requests your Board's authorization to employ Staub Forestry and Environmental Service for a timber evaluation of the existing forested area within the County's Graham Hill Road Improvement Project. This evaluation is necessary in order to provide critical information for our environmental permits (National Environmental Protection Act and California Environmental Quality Act). The forester selected for this work has processed this type of information for the County in the past and will work under the observation of County Planning's professional forester, Dave Hope. The scope of work will entail a study and listing of the number and type of tree species found in our project's area of potential effect and how to best remove those trees that lie within the road improvement area if the proposed project is granted permits and authorized for construction by your Board. Funding for this proposed \$15,000 timber evaluation contract (not-to-exceed amount) with Staub Forestry is included in the approved 1999/2000 Public Works Road Program.

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

1. Approve the attached Independent Contractor Agreement with Staub Forestry and Environmental Service in a not-to-exceed amount of \$15,000 for timber evaluations for environmental permit processing for the Graham Hill Road Improvement Project.

2. Authorize the Director of Public Works sign the agreement on behalf of the County.

Yours truly,

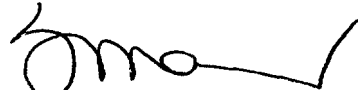


JOHN A. FANTHAM
Director of Public Works

WBW:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative **Officer**

copy to: Staub Forestry and Environmental Service
Dave Hope, Planning Department
Ms. Vanessa Bulkacz, **Brady/LSA**
Public Works

0327

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 17th o f NOVEMBER 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and STAUB FORESTRY AND ENVIRONMENTAL CONSULTING hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise the skill of a licensed forestry consultant in performing the following SERVICES: (i) identifying and listing by species and size the trees to be removed (ii) Conducting an analysis of timber operations including falling, skidding, loading, and hauling operations required to clear the right-of-way, (iii) evaluating possible safety and traffic control measures associated with tree removal operations, (iv) consulting with County and relevant agencies, (v) preparing a Conversion Exemption per CCR 1104.1(b), (vi) Preparing a forestry report for the project. Duties are discussed in greater detail in the "Work Proposal for Forestry Consulting Services for County of Santa Cruz on Graham Hill road Improvement Project" prepared by Staub Forestry which is incorporated into this agreement by reference.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: FOR A NOT-TO-EXCEED AMOUNT OF \$15,000.

3. TERM. The term of this contract shall be: FROM BOARD APPROVAL TO JUNE 30, 2000.

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, 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 (collectively, "Claims" 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 direct and sole result of CONTRACTORS performance under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons,-but shall not include Claims as a result of the acts, or failure to act by any third party, including but not limited to contractors, subcontractors, and consultants hired by COUNTY.

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 SM / (signature).

(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 written notice has been given to:

BILL WILLIAMSON
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:

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

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

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

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

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

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

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

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

9. 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. ATTACHMENTS. This Agreement includes the following attachments: PROPOSAL DATED NOVEMBER 17, 1999.

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

COUNTY OF SANTA CRUZ

CONTRACTOR
STAUB FORESTRY AND
ENVIRONMENTAL CONSULTANTS

By: _____

By: Stephen A. Hunt

Director of Public Works

Address: 60 10 HIGHWAY 9, SUITE 6
FELTON, CA 95018

Telephone: (83 1) 335-1452
f a x : (83 1) 335-1462

APPROVED AS TO FORM:

By: Samuel Tawes Jr 11/29/99
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

WBW:mg
SFEM

**Work Proposal for Forestry Consulting Services for the County of Santa Cruz
on Graham Hill Road Improvement Project**

November 17, 1999

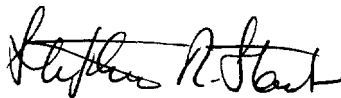
We can assist your project as presented in the Independent Contractor Agreement prepared by County of Santa Cruz staff by doing the following:

1. Familiarization with site and project staking. Identify trees potentially affected by project. Prepare a list by species and number of trees 12 inches dbh and larger to be removed. Probable old growth trees (200+ year old) will be identified using visible characteristics and spot increment cores.
2. Evaluate feasible tree removal methods including felling, skidding, loading and hauling operations with analysis of different scenarios where relevant. Such evaluation will include duration of operations, likely noise impacts, methods of providing for public safety during operations, and methods of slash disposal. Evaluate protection measures for promoting stability and health of retained trees adjoining construction.
3. Participate in meetings with project staff and associated planners and consultants reviewing in field and office operating areas and constraints, ownership issues, and agency and informational needs while identifying preferred feasible method.
4. Prepare a Conversion Exemption per CCR 1104.1 (b) for construction of right-of-way by a public agency on its own or any other public property. Conversion Exemption will include smaller scale mapping of operating areas and special measures including watercourse protection, debris disposal, and erosion control. Meet and review with CDF staff as required for to facilitate review and acceptance. Conversion Exemption may not be accepted by CDF until confirmed easement and ownership of all involved properties has been secured by the County of Santa Cruz and endangered species issues have been resolved.
5. Prepare a Forestry Report for the project with Conversion Exemption as attachment. All items identified in #1 - 4 above removed will be discussed plus an estimate of approximate potential value of merchantable conifer timber to be removed and be accompanied by mapping on large scale project maps prepared by the Public Works Department with our cooperation as enumerated in #6 below.
6. Work with County Public Works Department staff to map:
 - a) access roads including entry to Graham Hill Road, haul routes, new trails, landing/loading areas or tree removal
 - b) existing roads/trails, driveways
 - c) topography, drainages, riparian/watercourse areas
 - d) power lines, and existing and proposed lot lines and rights-of-way
 - e) erosion control measures beyond scope of construction erosion control measures
 - f) trees to be removed noted in #1 above.

Professional services as outlined above will be charged in an amount not to exceed \$15,000.00 at an hourly rate of \$85 for Principal and Registered Professional Forester Stephen R. Staub and \$60 for Associate Forester Bill Vaugnan, billable monthly with payment terms of net 10 days and late charges of 1.5% per month billable on balances outstanding more than 30 days. Forestry work will proceed more or less in the sequence of tasks outlined above. Hours and costs for each task above allocated on a percentage of total project services are:

Task 1	12%
Task 2	35%
Task 3	10%
Task 4	13%
Task 5	25%
Task 6	5%
	<u>100%</u>

Sincerely,



Stephen R. Staub

AGREED TO:



City of Santa Cruz County
By, Bill Williamson

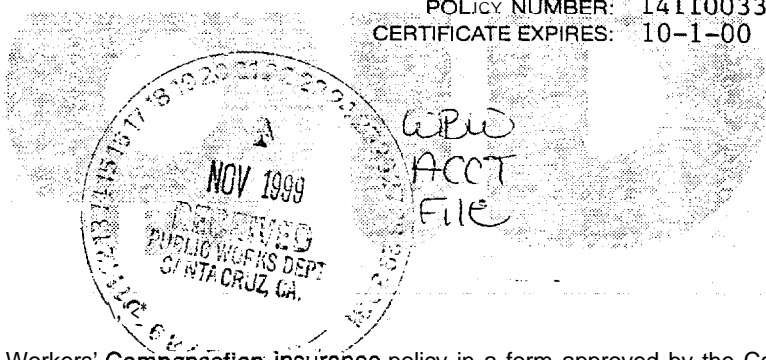
CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

NOVEMBER 18, 1999

POLICY NUMBER: 14110033-99
CERTIFICATE EXPIRES: 10-1-00

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COUNTY OF SANTA CRUZ
DEPT. OF PUBLIC WORKS
ATT: BILL WILLIAMSON
GOVERNMENT CENTER
701 OCEAN ST. ROOM 410
SANTA CRUZ, CA. 95060



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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~~15~~ days' advance written notice to the employer.

We will also give you ³⁰~~15~~ 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 HOLDER'S NOTICE EFFECTIVE
11-18-99 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

r

STAUB, STEPHEN R.
STAUB FORESTRY
6010 HIGHWAY 9 STE# 6
FELTON, CA. 95018

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID AT DATE (MM/DD/YY)
STAUB-1 06/15/99

PRODUCER
Northwest Insurance Agency-E
405A Henderson Street
P. O. Box 6577
Eureka CA 95502

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.

Manny Mello
Phone No. 707-444-3094 Fax No. 707-445-4772

COMPANIES AFFORDING COVERAGE	
COMPANY A	Frontier Insurance Company 0329
COMPANY B	
COMPANY C	
COMPANY D	

INSURED
Staub Forestry & Environmental
Stephen Staub
6010 Hwy 9, Suite 6
Felton CA 95018

Copy

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

OR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Prof. Liability	G200023851-01	07/06/99	07/06/00	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS, COMP/CP AGG	\$ 2000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
						COMBINED SINGLE LIMIT
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	
					AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> INCL <input type="checkbox"/> EXCL THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				WC STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	\$
					EL DISEASE POLICY LIMIT	\$
					EL DISEASE - EA EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
The certificate holder is named as an additional insured as respects general liability per CG 2026 attached.

CERTIFICATE HOLDER
Macomber Estates Homeowners Assoc. & J. Lohr Properties
Fax: 831-626-1079
3255 Macomber Drive
Pebble Beach CA 93953

MISC-07

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL ~~10~~ WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE
Manny Mello