

D RECTOR 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

AGENDA: AUGUST 27,2002

August 15,2002

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

SUBJECT: ROAD CROSSING AND SALMONID PASSAGE ASSESSMENT PROJECT

CONSULTANT SELECTION

Members of the Board:

On August 6,2002, your Board directed the Department of Public Works to return on or before September 24,2002, with a signed consultant contract for environmental consulting services for the Road Crossing and Salmonid Passage Assessment Project. We have received an executed contract from the California Department of Fish and Game, thereby allowing Public Works to enter into the contract with Ross Taylor and Associates, which is attached for approval by your Board.

As this project was not anticipated during budget hearings, a resolution accepting unanticipated revenue and authorizing receipt and appropriation of grant funding from the California Department of Fish and Game is attached for your Board's approval.

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

- 1. Adopt the attached resolution accepting unanticipated revenue in the amount of \$91,766.00 from the California Department of Fish and Game.
- 2. Approve the attached independent contractor agreement with Ross Taylor and Associates for environmental consulting services in the amount of \$41,619.38.

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

Yours truly,

THOMAS L. BOLICH Director of Public Works

CIB:mg

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Public Works

Ross Taylor and Associates

, $\;$ BEFORE THE BOARD OF SUPERVISORS $\;$ OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

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		RESOLUTION N	O	0289
		duly	the motion of Supervisor seconded by Supervisor following resolution is a	• •
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_	FORNIA DEPA	AS, the County of Santa Cru RTMENT OF FISH AND C SING AND SALMONID PA	SAME for THE COUNT	Y OF SANTA
		AS, the County will receive se anticipated or are not specand		
funds i	nay be made av	AS, pursuant to Governmen ailable for specific appropri		
County Depart	Auditor-Contr	HEREFORE, BE IT RESOI roller accept funds in the am		
<u>T/C</u>	INDEX NO.		ACCOUNT NAME STATE-OTHER	
001	621100	0894	REVENUE	\$91,766
and tha	at such funds be	and are hereby appropriated	a as follows:	
<u>T/C</u>	INDEX NO.	EXPENDITURE SUBOBJECT WA	ACCOUNT NAME	
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Department Head

Date 8-14-02

*****	*********	************
	DMINISTRATIVE OFFICER	//Recommended to Board
*****	********	//Not Recommended to Board *****************
Cruz, State o		the Board of Supervisors of the County of Santa
AYES:	SUPERVISORS	
NOES:	SUPERVISORS	
ABSENT:	SUPERVISORS	
		Chairperson of the Board
ATTEST:	erk of the Board	
Sam	O AS TO FORM: Int County Changel	APPROVED AS TO ACCOUNTING DETAIL: SIA 02 Auditor-Controller
Distribution	Auditor-Controller Public Works Department	
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Contract	No
Contract	INO.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this <u>27TH</u> day of <u>AUGUST</u> 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ROSS TAYLOR, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES</u>. CONTRACTOR agrees to exercise special skill to accomplish the following result: ENVIRONMENTAL CONSULTING SERVICES AS PER THE PROPOSAL, ATTACHMENT "A."
- 2. <u>COMPENSATION</u>. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: IN ACCORDANCE WITH ATTACHMENT "B" NOTTO EXCEED \$41,619.38.
- 3. <u>TERM.</u> The term of this contract shall be: FROM APPROVAL UNTIL JANUARY 31,2003.
- 4. <u>EARLY TERMINATION</u>. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS</u>. 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. <u>INSURANCE</u>. 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

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A. Types of Insurance and Minimum Limits

11.	1) pob of intogration and intimited Estimate
	(1) Worker's Compensation in the minimum statutorily required his insurance coverage shall not be required if the CONTRACTOR has no es to this fact by initialing here
by CONTRACTOR's \$500,000 combined sinsurance coverage sh	(2) Automobile Liability Insurance for each of CONTRACTOR's erformance of this Agreement, including owned, non-owned (e.g. owned employees), leased or hired vehicles, in the minimum amount of ingle limit per occurrence for bodily injury and property damage. This hall not be required if vehicle use by CONTRACTOR is not a material parts a Agreement and CONTRACTOR and COUNTY both certify to this fact
_	(3) Comprehensive or Commercial General Liability Insurance num amount of \$1,000,000 combined single limit, including coverage for: personal injury, (c) broad-form property damage, (d) contractual liability,
	(4) Professional Liability Insurance in the minimum amount of ned single limit, if, and only if, this Subparagraph is initialed by COUNTY
В.	Other Insurance Provisions
required coverage for (hereinafter "post agre maintain the required coverage. This provis reasonably affordable For purposes of interp policy premium durin	(1) If any insurance coverage required in this Agreement is provided ather than "Occurrence" form, CONTRACTOR agrees to maintain the a period of three (3) years after the expiration of this Agreement cement coverage") and any extensions thereof. CONTRACTOR may post agreement coverage by renewal or purchase of prior acts or tail sion is contingent upon post agreement coverage being both available and in relation to the coverage provided during the term of this Agreement. Preting this requirement, a cost not exceeding 100% of the last annual age the term of this Agreement in order to purchase prior acts or tail the element coverage shall be deemed to be reasonable.
General Liability Insu	(2) All required Automobile and Comprehensive or Commercial trance 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."
following clause:	(3) All required insurance policies shall be endorsed to contain the
	"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

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, JOHN SWENSON COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS 701 OCEAN STREET, ROOM 410 SANTA CRUZ, CA 95060"

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(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:

JOHN SWENSON COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS 701 OCEAN STREET, ROOM 410 SANTA CRUZ, CA 95060

- 7. <u>EOUAL EMPLOYMENT OPPORTUNITY</u>. 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. <u>INDEPENDENT CONTRACTOR STATUS</u>. 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.

<u>PRINCIPAL TEST</u>: 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-employeerelationship; 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. <u>CONTRACTOR</u> represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.
- 10. <u>CONTRACTOR</u> is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.
- 11. <u>NONASSIGNMENT</u>. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

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12. <u>RÉTENTION AND AUDIT OF RECORDS</u>. 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.

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- 13. <u>PRESENTATION OF CLAIMS</u>. 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. <u>ACKNOWLEDGMENT</u>. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
- 15. <u>ATTACHMENTS</u>. This Agreement includes the following attachments: ATTACHMENT "A" REQUEST FOR PROPOSALS ATTACHMENT "B" FEE SCHEDULE

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

COUNTY OF SANTA CRUZ	CONTRACTOR ROSS TAYLOR			
By:	By: Jan R. Fufa 8/5/6			
Director of Public Works	Address: 1254 QUAIL RUN COURT MCKINLEYVILLE, CA 95519			
APPROVED AS TO FORM:	Telephone <u>(707) 839-5022</u> FAX: <u>(707) - 837 - 502-6</u> E-MAIL rntaylor@,tideDool.com			

Assistant-County Counse

JES:abc

DISTRIBUTION: Auditor-Controller

Contractor Public Works

RTA

Proposal Requirements for Santa Cruz County Road Crossing and Salmonid Passage Assessment Project

Proposed Schedule for Completing Tasks:

- 1. Review of existing maps and data will occur prior to the start of the initial site visits in mid to late August. A meeting between Ross Taylor and Associates staff and Santa Cruz County Department of Public Works should occur to review site list and maps.
- 2. Data Field Collection and Analysis will occur concurrently. We are proposing to have two staff members staying in the Santa Cruz area for the duration of the data collection phase, from late August through September. On a weekly basis, the field crew leader will mail or fax copies of completed (and proofed) data sheets to the Ross Taylor and Associates office in McKinleyville where a third staff member will start the data entry and analysis. Timely data entry is essential in expediting the project, as well as flagging errors or questions in the early stages of a project. Site photos, taken with a digital camera, will also be emailed to our office on a weekly basis.

The project field budget is based on a two-person crew surveying approximately five sites per day. However, we have added an extra week of hours to accommodate unforeseen delays that are often associated with field work resulting from a variety of reasons such as: equipment problems, inclement weather, vehicle breakdowns, and/or unique sites that require additional survey time or prep time (clearing brush) to establish safe access or a clear line-of-sight to complete the survey.

The project manager and field crew leader will be in close phone contact throughout the data collection phase of the project. Because of the staggered sequence of events, data entry and analysis (including hydrologic analyses) will occur through the months of September and October. Once the approximately 100 sites are screened through the Green-Gray-Red first-phase evaluation filter, the subset of "Gray" sites will be evaluated with the FishXing software program.

3, The project manager will work directly on the preparation of the Priority Matrix and Supporting Documentation. Habitat information for the list of streams crossed by county-maintained culverts will be gathered from sources familiar with the watersheds – primarily CDFG, NMFS, and watershed groups. Information regarding both the quantity and quality of upstream habitat is required for completing the ranking matrix. Knowledge of the number and location of additional (non-county maintained) road crossings is required to make adjustments to the initial ranking. Prior to completion, the draft ranking matrix will be distributed for review by federal, state, county, and private biologists.

Ross Taylor and Associates 1254 Quail Run Court McKinleyville, CA 95519 (707)439-5022 mta.ylor@tidepool.com



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4. The draft and final report will be produced by the project manager and his staff from November, 2002 through January of 2003. It is anticipated that a draft report would be distributed for review by January 2nd of 2003, so that reviewers have two weeks to complete their review. Then suggested comments and edits would be discussed between Ross Taylor and Associates and the County of Santa Cruz, with the appropriate comments incorporated into the final report, due by January 31st of 2003.

Specific Personnel and Qualifications:

Project Manager: Ross N. Taylor, M.S.

Education:

- 1. Bachelor of Science in Fisheries, Humboldt State University (HSU), 1986.
- 2. Master of Science in Fisheries, HSU, 1997

My master's thesis (completed in May of 1997) examined the temporal and spatial spawning habits of coastal cutthroat trout (*Oncorhynchus clarki clarki*) and steelhead (*O.mykiss iredeus*) in McDonald Creek, the major spawning tributary to Stone Lagoon (Humboldt County, CA). One major conclusion was that culverts located in the lower reaches of smaller tributaries inhibited the spatial separation of spawning coastal cutthroat trout and steelhead and probably increased opportunities for hybridization.

I have worked locally (in northern CA) in fisheries management positions since completing my B.S. in 1986. I worked five seasons for the California Department of Fish and Game (CDFG) on the Klamath River conducting angler harvest surveys and spawning surveys. Between 1989 and 1991 I worked as a private contractor on Prairie Creek after the 1989 Highway 101 Bypass Accident, operating a salmonid trapping, spawning, and rearing project. I also conducted spawning surveys and assisted in juvenile out-migrant trapping projects on Prairie Creek. While attending graduate school, I conducted a variety of fisheries management tasks as an employee through the HSU Foundation.

Private Consulting Proiects (1994 to Present):

- 1. Conducted snorkel surveys in the upper Sacramento River for a consulting firm hired to monitor the recovery of trout populations following the Cantera Loop Toxic Spill (September-October 1994).
- 2. Assisted Simpson Timber Company in developing an aquatic habitat conservation plan (HCP) for their 383,000 acres of California timberlands. Simpson's aquatic HCP is a 50-year planning document that attempts to minimize the impacts of timber harvesting practices on watershed conditions through hillslope, road, and riparian mitigations. Besides drafting

Ross Taylor and Associates 1254 Quail Run Court McKinleyville, CA 95519 (707)-839-5022 <u>mtaylor@tidepool.com</u> several hundred pages of text describing baseline habitat conditions and life-history profiles for 48 aquatic species, I was active in developing mitigations on a watershed-scale that addressed fish passage, large woody debris (LWD) recruitment, and sediment reduction. Also assisted in developing programs for long-term monitoring of anadromous fish populations and channel conditions in key tributaries. Finally, an integral part of the aquatic HCP was developing a strategy to coordinate the individual efforts of restoration groups to complement Simpson's watershed-scale management approach (October 1994 – April 1998).

- 3. Humboldt County's representative on the Klamath River Task Force's Technical Working Group (TWG). The TWG's primary function is to provide the Task Force with technical expertise related to Klamath basin anadromous fishes. In 1997-1999, the TWG designed a flow study on the Klamath River to determine water management alternatives that would facilitate the recovery of anadromous fish populations. Annually, the TWG reviews and ranks proposals to determine the allocation of nearly \$600,000 of restoration funds (1997 to present).
- 4. Provided technical writing services to the Fish, Forest, and Farms Communities Forum (FFFC), including:
 - A Field Protocols Manual to provide standard methods for monitoring water temperature, spawning substrate, and habitat typing (1995);
 - Long-term channel monitoring protocol (1997):
 - Sections of a Hillslope Processes Workbook and Checklist (1997);
 - Large Woody Debris and Riparian Zone Inventory protocol (1997); and
 - Proceedings of a two-day workshop regarding long-term channel monitoring (1999).
- 5. Drafted a biological opinion of the Lake Earl anadromous fisheries for the Pacific Shores Association (April, 1998).
- 6. Designed and implemented a pilot fish trapping study as part of an HCP developed for the Humboldt Bay Municipal Water District's Mad River pump station. Analyzed the data and wrote the final trapping report for inclusion in the HCP (March – September 1998).
- 7. Participated in snorkel and electrofishing surveys for brown trout (Salmo trutta) in Mono Lake tributaries as part of Los Angeles Water and Power's long-term settlement agreement to restore the Mono Lake Basin (September 1997, 98, 99, 00, 01, 02).
- 8. Contracted to provide note-taking and technical writing services to the Klamath Task Force's TWG for fiscal-years 1999-2003.
- 9. Received funding through CDFG's SB-271 Program to conduct an inventory and fish passage evaluation of culverts located within fish-bearing stream reaches of the Humboldt County road system. Examined nearly 70 culverts on Humboldt county roads and documented numerous passage problems as well as many culverts in poor condition and/or undersized. The final report (completed in May, 2000) prioritized culverts for treatment to

Ross Taylor and Associates 1254 Quail Run Court (707)-839-5022 mtavlor@tideuool.com

- provide unimpeded passage for both adult and juvenile salmonids (September 1998 to May, 2000). Humboldt County has received nearly two million dollars in restoration funds to start treatment at high-priority locations.
- 10. Completed similar culvert inventories on the coastal Mendocino County, Del Norte County, and Siskiyou County road systems with SB271 funding (August 1999 to April, 2001). The three counties have received over 1.5 million dollars to implement treatments.
- 11. Participated in a four-day workshop for roads employees within the Five-Counties Salmon Group. Instructed participants in the identification and treatment of road-related migration barriers. Presented information on salmonid life histories and habitat requirements (September 1999,2000, 2001).
- 12. Under contract with Trinity County Planning Department to provide professional fisheries consulting services to the Five-Counties Salmon Group. Priority tasks include assisting county personnel with developing permits for culvert replacement projects and relocating salmonids from work areas prior to the construction phase of culvert replacement. I also represent the Five-Counties at the Statewide Fish Passage Forum initiated by the Resource Agency and CDFG in 1999 (January 2000 present).
- 13. Under contract with Trinity County Planning Department to conduct a culvert inventory and fish passage evaluation of 52 county-maintained crossings located primarily in the Trinity River watershed (March 2001 to present).
- 14. Provided training in culvert field inventory methods to Humboldt State University students that have initiated a statewide program for CALTRANS (July, 2001).
- 15. Provided training in culvert field inventory methods to field technicians employed by Natural Resources Management Corporation (NRM) who were under contract with the U.S. Forest Service (USFS) to inventory approximately 500 crossings on National Forests in CA. Also provided quality control by reviewing all data sheets prior to data entry (August-October, 2001).
- 16. Developed and presented lectures regarding: salmonid life history, impacts of stream crossings to salmonids, and CDFG's culvert field inventory methods to participants at five, three-day Fish Passage Workshops throughout CA (September December, 2001).
- 17. Completed drafting *Part 10* of the CDFG Salmonid Restoration Manual methods for evaluating fish passage at road/stream intersections (March 2000 December 2001).
- 18. Currently conducting an inventory of 250 culverts in the Russian River for Sonoma and Mendocino Counties (August 2001 to present).

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- 19. Currently conducting an inventory of 150 county-maintained culverts in Marin County (April 2002 to present).
- 20. Currently hired as a presenter for week-long workshops developed by CDFG for CALTRANS engineers and biologists regarding fish passage evaluation as related to developing permits for in-channel work, including fish passage improvement projects at road crossings (February 2002 to present)

Memberships in Fisheries and Watershed Organizations:

- 1. American Fisheries Society (AFS): Member: 1990 to present. **AFS** Certified Fisheries Professional # 2289, expiration date = 5/2005.
- 2. Salmonid Restoration Federation (SRF): 1987 to present. Have attended 10 of the past 20 annual conferences and have also presented papers at three conferences.
- 3. Friends of the Trinity River: 1994 to present. Have participated in volunteer activities such as letter writing, public education, and reviewing and providing comments on drafts of the Trinity River EIS.
- 4. I also maintain current scientific collector's permits with both CDFG and National Marine Fisheries Service.

References:

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- 1. Dr. Terry D. Roelofs. Professor, Fisheries Department, HSU. (707)-826-3344.
- 2. Dr. William Trush. Riverine Ecologist, McBain and Trush, Arcata, CA. (707)426-7794.
- 3. Dr. David Hankin. Professor, Fisheries Department, HSU. (707)-826-3683.
- 4. Dr. Chris Hunter. Assistant administrator of Fisheries Division, Montana Department of Fish, Wildlife and Parks, Helena, MT. (406)-444-3183.
- 5. Mark Lancaster. Chairman of the Five-Counties Salmon Conservation Group, Trinity County Planning Department, Weaverville, CA. (530)-623-1351.

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Field Crew Leader: Anabel L. Knoche

0301

Education: B.S. in Psychology from University of Santa Cruz, 1994.

Relevant Experience:

- 1. An employee of Ross Taylor and Associates since November of 2000. Anabel has conducted field work surveying road crossings on the following projects: Siskiyou County (33 sites), Coastal Mendocino County (28 sites), Trinity County (52 sites), and the Russian River (198 sites). Anabel was trained by Ross Taylor and is proficient in all aspects of collecting data for assessing fish passage at road crossings as described in Part 10 of the CDFG Restoration Manual.
- 2. Anabel has also assisted in the development of final reports for all of the previously mentioned projects entering data, editing digital photos, and producing site maps.

Data Entry and Analysis: Thomas D. Grey

<u>Education</u>: B.S. in Environmental Science from HSU in 1999. Tom designed his major to emphasize studying watershed, hydrologic, and geomorphic processes.

Relevant Experience:

- 1. Internship at USDA Pacific Southwest Research Station at Redwood Sciences Lab in Arcata, CA in 1999. Duties included field work surveying channel cross-sections, longitudinal profiles and other parameters consistent with monitoring channel dynamics and processes such as: pebble counts, V-Star, residual pool depths, and function and longevity of LWD in stream channels.
- 2. An employee of Ross Taylor and Associates since May of 2001. Tom has conducted field work surveying road crossings on the following projects: Trinity County (52 sites) and the Russian River (198 sites). Tom was trained by Ross Taylor and is proficient in all aspects of collecting data for assessing fish passage at road crossings as described in *Part 10* of the CDFG Restoration Manual.
- 3. For the Trinity County and Russian River projects, Tom has conducted most of the data entry and analysis. He is proficient in running the data through the Green-Gray-Red filter first-phase evaluation filter. He has also been trained by Michael Love and Associates in the methods of collecting hydrologic data to determine migration flows, as well as, running the FishXing software.

4. Tom presented the methods for measuring culverts and evaluating fish passage as described in *Part 10* of CDFG's Restoration Manual at the Salmonid Restoration Federation Conference in February of 2002.

Field Technician: to be determined. I am currently interviewing personnel who were involved in the CALTRAN's District 1 fish passage inventory conducted in 2001 through HSU, as well as personnel who seasonally assisted NRM in the inventory of nearly 500 USFS crossings in 2001. I am also considering hiring a qualified person local to the Santa Cruz area.

Understanding; the Scope of Work:

Since the fall of 1998 nearly 80% of my consulting work has been involved with fish passage issues in northern California. I believe my consulting firm has a sound understanding of the scope of work as described in Santa Cruz County's Request for Proposal (RFP) ince most of the language in the RFP was lifted verbatim from several project proposals developed by Ross Taylor and Associates that were funded by CDFG.

Past Performance on Similar Projects:

Ross Taylor and Associates has completed the following road crossing and fish passage assessment projects <u>all</u> on time, within the proposed budget, and to the scope of work as described in the contracts. Contact names and numbers are provided, specific to each project.

- 1. <u>Humboldt County</u>: CDFG Contract Manager Scott Downie (707)-725-1070. Humboldt County Contact Don Tuttle (707)-268-2686.
- 2. <u>Coastal Mendocino County:</u> CDFG Contract Manager Scott Downie (707)-725-1070. Mendocino County Contact – Dennis Slota (707)-463-4589.
- 3. <u>Del Norte County:</u> CDFG Contract Manager Phil Warner (530)-225-2307. Del Norte County Contact Earnest Perry (707)-464-7254.
- 4. <u>Siskivou County:</u> CDFG Contract Manager Kevin Gale (530)-225-2462. Siskiyou County Contact Brian McDermott (530)-842-8250.

I strongly encourage reviewers of this proposal to call any of the above contract managers or county personnel for input regarding our quality of work, communication skills, and ability to meet contractual obligations.

Ross Taylor and Associates 1254 Quail Run Court McKinleyville, CA 95519 (707)439-5022 rntaylor@tidepool.com

Ross Taylor and Associates' Present Workload:

- 1. <u>Trinity County Inventory</u> final report to be completed by June 30, 2002.
- 2. Russian River Inventory site visits to 250 road crossings to be completed by June, 2002. Data has been entered, proofed, and evaluated for 198 sites. Habitat information and ranking of habitat quality is being performed by CDFG Russian River Basin Planner and Staff. Several sections of the final report have already been drafted introduction, methods and materials, and several appendices. Final report is not due until March 31, 2003.
- 3. Marin County Inventory site visits to 150 road crossings to be conducted in June-July of 2002. Data entry and proofing will be performed on a bi-weekly basis. Passage evaluation will occur in July-August of 2002. Habitat information and ranking of sites to be performed in August-September of 2002. Draft and final report to be produced between September-December of 2002.
- 4. Overlapping of Several Projects since 1998, at any given time, Ross Taylor and Associates has been concurrently working on two to three road crossing/fish passage evaluation projects. Having two, well trained and motivated employees, has made it possible to delegate the various tasks necessary to successfully complete these projects. All tasks performed by employees are reviewed by Ross N. Taylor to ensure it is accurate and of high-quality.

Relevant Experience and Qualifications in Utilizing CDFG's Fish Passage Assessment Protocols:

Ross Taylor and Associates has relevant experience in utilizing the CDFG Fish Passage Assessment Protocols for several reasons:

- 1. Ross N. Taylor was the lead author in developing the protocols for the CDFG *Salmonid Stream Habitat Restoration Manual*. CDFG's protocols were developed based on the methods Ross Taylor and Associates utilized on the Humboldt, Del Norte and Coastal Mendocino County projects. These initial projects relied heavily on previously developed methods from Oregon, Washington, and Southeast Alaska.
- 2. Ross Taylor and Associates worked closely with the USFS's Streams Interaction Team during the development stages of the FishXing software. The 67 road crossings inventoried in Humboldt County were the first "real" data set analyzed with FishXing which flagged numerous bugs and glitches, as well as provided numerous suggestions for programmers to make the software more user-friendly.
- 3. Ross N. Taylor has been training numerous persons and agencies throughout California in the methods developed for CDFG. He has trained personnel for numerous county, state, and federal agencies; including: Five-Counties Group (Humboldt, Del Norte, Trinity, Siskiyou,

Ross Taylor and Associates 1254 Quail Run Court McKinleyville, CA 95519 (707)-839-5022 rntaylor@tidepool.com

- and Mendocino Counties), FishNet4C (Mendocino, Sonoma, Napa, San Mateo, Alameda, and Santa Cruz), CDFG, NMFS, USFS, USFWS, Regional Water Quality, EPA, and CALTRANS.
- 4. Finally, safety during field work is taken very seriously by all Ross Taylor and Associates personnel. We have taken the necessary safety precautions recommended in Part 10 CDFG's Fish Passage Assessment Protocols to avoid injury or serious accidents in the field.

Experience working with Public Agencies:

Ross Taylor and Associates has not only trained, but worked with numerous public agencies on fish passage issues and projects. Ross N. Taylor has over 15 years of experience in fisheries management positions throughout California, thus has forged professional relationships with many agency personnel including biologists, planners, regulators, engineers, and roads crews. Ross Taylor and Associates has strived to collect and analyze data in an accurate manner to maintain scientific objectivity as a key to any project's success.

Insurance Carried by Ross Taylor and Associates:

Worker's Compensation Insurance - State Fund. Policy Number: 1534497-00

Automobile Liability Insurance – Progressive via Judy Davis Insurance Co. (707)-839-5288.

Employees will use their personal vehicles for field surveys, but will carry the minimum insurance as required by the County of Santa Cruz.

General Liability – Allied/Nationwide through Anderson-Robinson-Starkey, Inc. (707)-822-7251 Policy #ACP7800713657

<u>Professional Liability Insurance</u> – Underwriters at Lloyd's of London via Anderson-Robinson-Starkey, Inc. Policy #NAGG490021.

County of Santa Cruz will be added as an additional insured prior to commencing with the project. Ross Taylor and Associates does not anticipate using any sub-contractors to complete the project because of the expertise of its staff.

Ross Taylor and Associates 1254 Quail Run Court McKinleyville, CA 95519 (707)-839-5022 <u>mtaylor@tideuool.com</u>

Santa Cruz County Road Crossing and Salmonid Passage Assessment Project

Proposed Tasks and Deliverables:

- 1. <u>Task #1</u> Pre-Project Meeting to review existing maps and list of initial sites to inventory. A meeting on August 30,2002 between Ross Taylor and Associates staff and Santa Cruz County Department of Public Works will occur to review site list and maps. <u>Deliverable</u> = attend meeting and initiate project.
- 2. <u>Task #2</u> Data Collection. Two staff members will conduct the data collection, from September 2,2000 to mid-October. On a weekly basis, the field crew leader will mail or fax copies of completed (and proofed) data sheets to the Ross Taylor and Associates office in McKinleyville where a third staff member will start the data entry and analysis. Timely data entry is essential in expediting the project, as well as flagging errors or questions in the early stages of a project. Site photos, taken with a digital camera, will also be emailed to our office on a weekly basis. <u>Deliverable</u> = completed field forms for approximately 100 stream crossings.
- 3. <u>Task #3</u> Data Entry and Analysis (including hydrologic analyses) will occur through the months of September and October. Once the approximately 100 sites are screened through the Green-Gray-Red first-phase evaluation filter, the subset of "Gray" sites will be evaluated with the FishXing software program. <u>Deliverables</u> = completed (and proofed) data sets and site photos in electronic forms and passage evaluation results.
- 4. <u>Task #4</u> Synthesis of Habitat Data and Development of the Priority Matrix and Supporting Documentation. Habitat information for the list of streams crossed by county-maintained culverts will be gathered from sources familiar with the watersheds primarily CDFG, NMFS, and watershed groups. Information regarding both the quantity and quality of upstream habitat is required for completing the ranking matrix. Knowledge of the number and location of additional (non-county maintained) road crossings is required to make adjustments to the initial ranking. Prior to completion, the draft ranking matrix will be distributed for review by federal, state, county, and private biologists. <u>Deliverables</u> = a draft and final ranking matrix.
- 5. Task #5 Draft and Final report will be produced by the project manager and his staff from November, 2002 through January of 2003. It is anticipated that a draft report would be distributed for review by January 2nd of 2003, so that reviewers have two weeks to complete their review. Then suggested comments and edits would be discussed between Ross Taylor and Associates and the County of Santa Cruz, with the appropriate comments incorporated into the final report, due by January 31st of 2003. Deliverables draft and final reports.

Ross Taylor and Associates 1254 Quail Run Court McKinleyville, CA 95519 (707)-839-5022 <u>rntaylor(iii,tidepool.com</u>

Estimated Budget for Santa Cruz County Culvert Inventory and Fish Passage Evaluation – Based on 100 Stream Crossing Locations (surveyed at five sites per day)

PERSONNEL COSTS:	# of Hours	Hourly Rate	Total Cost			
Field crew leader/site visits:	200 hours	\$20.00/hour	\$4,000.00			
Field tech/site visits:	200 hours	\$15.00/hour	\$3,000.00			
Overtime/field crew leader:	50 hours	\$30.00/hour	\$1,500.00			
Overtime/field tech:	50 hours	\$22.50/hour	\$1,125.00			
Data entry:	50 hours	\$20.00/hour	\$1,000.00			
Data Analysis:	175 hours	\$20.00/hour	\$3,500.00			
Staff Benefits @ 28% x \$14	,125.00:		\$3,955.00			
Project Manager:	250 hours	\$55.00/hour	\$13.750.00			
OPERATING EXPENSES	\$31,830.00					
Lodging for field crew (rent in Santa Cruz for approximately 35 days): \$2,50						
Per diem (food) for field crew for	approximately 35 days @	\$30/day x two persons	\$2,100.00			
Per diem for project manager @ \$	ys/trip:	\$600.00				
Mileage for field crew Arcata to S	\$547.50					
Mileage for field crew site visits	@ 100miles/day x 25 days	x .365/mile:	\$912.50			
Mileage for project manager two	round trips @ 750 miles/tri	p x .365/mile:	\$547.50			
Field equipment rental for 30 day	s @ \$20.00/day:		<u>\$600.00</u>			
			\$7,807.50			
SUB-TOTAL:			\$39,637.50			
ADMINISTRATIVE O/H	@ 5%:		\$1,981.88			
TOTAL ESTIMATED CO	OST:		<u>\$41.619.38</u>			

Ross Taylor and Associates 1254 Quail Run Court McKinleyville, CA 95519 (707)439-5022 rntnvlor@tidepool.com



CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) ACORD 08/06/02 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION **PRODUCER** ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE Anderson Robinson Starkey HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR Insurance Agency Inc. ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. P O Box 1105 Arcata CA 95518-1105 **INSURERS AFFORDING COVERAGE** Phore: 707-822-7251 Fax: 707-826-9021 0.30.7INSURE3 INSURER A: Underwriters at Lloyd's London INSURER B INSURER C: Ross Taylor & Associates 1666 Babler Road McKinleyvill.e CA 95519 **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 'ERTAIN. 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 TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY **EACH OCCURRENCE** S FIRE DAMAGE (Any one fire) \$ COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR \$ MED EXP (Any one person) PERSONAL & ADV INJURY GENERALAGGREGATE \$ PRODUCTS. COMP/OF AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER POLICY LOC A JTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) ANY AUTO ALL OWNED AUTOS **BODILY INJURY** \$ (Per person) SCHEDULED AUTOS HIRED AUTOS **BODILY INJURY** (Per accident) NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) GARAGE LIABILITY **AUTO ONLY - EA ACCIDENT** ANY AUTO EA ACC \$ OTHER THAN AUTO ONLY: AGG \$ EKCESS LIABILITY EACHOCCURRENCE \$ OCCUR CLAIMS MADE **AGGREGATE** S S **DEDUCTIBLE** S \$ RETENTION MORKERS COMPENSATION AND TORY LIMITS

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0311

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

		71111	770A770 / 1		
TO:	Board of Supervisors County Administrative Office Auditor Controller	BY:	WORKS / / / / / / / / / / / / / / / / / / /	opriations/revenues are	(Signature) (Department (Signature) (Data e available
AGRE	EMENTTYPE (Check One)	Expendi	ture Agreement 🗹	Revenue Agree	ement 🗌
The 3	oard of Supervisors is hereby requeste	ed to approve the attached	agreement and auth	orize the execution of s	same.
	id agreement is between the ROSS TAYLOR AND ASSOCIATION 1254 QUAIL RUN COURT				(Department/Agency)
2. Th	e agreement will provideFOR_E	NVIRONMENTAL CONST	JLTING SERVICE	S FOR THE SALMO	NID PASSAGE
$V_{\overline{i}}$	SSESSMENT IN THE SAN LORE	NZO RIVER WATERSHE	D.		
3. Pe	riod of the agreement is from BOA	RD APPROVAL	to JUN	E 30, 2003	
	ticipated Cost is \$41,619.38				ual Rate XX Not to Exceed
F.e	emarks: CONTRACT \$41,619.38	5% CONTINGENCY	2,080.97; 7%	OVERHEAD \$3,059	.02; TOTAL \$46,759
	Section III Board letter requestion IV Revenue Agreem ppropriations/Revenues are available a	required, will be listed under sired nent nd are budgeted in <u>62110</u>	oo! 40111! 355	66! \$41,619.38	03590 (Sub object
	NOTE: IF APPROF	PRIATIONS ARE INSUFRCIE	ENT, ATTACHED CO		UD-60
	opriations available and are not CIB:mg AUD 60	e been encumbered.	Contract No: By: Auditor-Con	trolle Deputy	
Propo	osal and accounting detail reviewed an	nd approved. It is recomme	ended that the Board	of Supervisors approv	e the agreement and authori
_ D]	RECTOR OF PUBLIC WORKS	(Dept/Ager	icy Head) to execute	On behalf of the PUB	LIC WORKS DEPARTMEN
Date	8/18/02		By: County Adm	/ Suf_ inistrative Office	(Department/Agen
Distr	ibution: Board of Supervisors -White Auditor Controller - Canary Auditor-Controller - Pink Department - Gold	State of California, do ho	ereby certify that the Supervisors as reco	e foregoing request for mmended by the Coun	of the County of Santa Cruz approval of agreement was a ty Administrative Office by an 20
	ADM - 29 (8/01) Title ■ Section 300 Proc Man	By: Deputy Clerk			<u>.</u>
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