

Contract Summary Form: _____ Contract Number : - - - -

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year: FY 2010/11 and 2011/12
D2. Budget Unit Number (*plus -Ship/-Bill codes in paren's*) : 1930(054-05-01-1050-1)
D3. Requisition Number:
D4. Department Name: Public Works, Resource Recovery & Waste Management
D5. Contact Person: Joddi Leipner
D6. Phone: 805-882-3614

K1. Contract Type (*check one*): ☒ Personal Service ☐ Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : Baron Ranch Restoration Implementation Phase II
K3. Original Contract Amount: \$368,702.50 (+\$36,870.00 contingency)
K4. Contract Begin Date.....: November 1, 2010
K5. Original Contract End Date: December 30, 2012
K6. Amendment History (*leave blank if no prior amendments*):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEnd</u>	<u>Date</u>	<u>Purpose (2-4 words)</u>
			\$			\$			

K7. Department Project Number: 129921

B1. Is this a Board Contract? (*Yes/No*).....: Yes
B2. Number of Workers Displaced (*if any*).....: None
B3. Number of Competitive Bids (*if any*): NA
B4. Lowest Bid Amount (*if bid*): \$
B5. If Board waived bids, show Agenda Date: N/A
B6. ... and Agenda Item Number: #
B7. Boilerplate Contract Text Unaffected? (*Yes / or cite ¶¶*) :

F1. Encumbrance Transaction Code: 1701
F2. Current Year Encumbrance Amount: \$
F3. Fund Number.....: 1930
F4. Department Number.....: 054
F5. Division Number (*if applicable*).....:
F6. Account Number: 7460
F7. Cost Center number (*if applicable*).....: N/A
F8. Payment Terms.....: Net 30

V1. Vendor Numbers (*A=uditor; P=urchasing*):
V2. Payee/Contractor Name: Ecological Conservation and Management
V3. Mailing Address: 6755 Mira Mesa Blvd., Suite 123413
V4. City State (*two-letter*) Zip (*include +4 if known*) : San Diego, CA 92121
V5. Telephone Number.....: 858-842-7344
V6. Contractor's Federal Tax ID Number (*EIN or SSN*) : 27-1196276
V7. Contact Person.....: Tito Marchant, President
V8. Workers Comp Insurance Expiration Date.....: 2/5/11
V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*) : G – 1/15/11 P – 2/18/11
V10. Professional License Number: #
V11. Verified by (*name of County staff*): Colleen Hankins
V12. Company Type (*Check one*): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date :Authorized Signature:

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Ecological Conservation and Management, Inc. (ECM) having its principal place of business at 6755 Mira Mesa Blvd, Suite 123413, San Diego, CA 92121 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Joddi Leipner at phone number 805-882-3614 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Tito Marchant at phone number 858-842-7344 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Joddi Leipner, RRWMD, 130 E. Victoria Street, Suite 100, Santa Barbara, CA 93101

To CONTRACTOR: Tito Marchant, ECM, 6755 Mira Mesa Blvd, Suite 123413, San Diego, CA 92121

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on November 1, 2010 and end performance upon completion, but no later than December 30, 2012 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All

products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Ecological Conservation and Management, Inc. (ECM)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By: _____
SocSec or TaxID Number: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
ANDREA SMUTZ,
RISK MANAGER

By: _____
Risk Manager

EXHIBIT A
STATEMENT OF WORK

BARON RANCH RESTORATION PHASE II

SCOPE OF WORK

Task 1 Site Preparation

Under this task ECM proposes to provide: 1) supervision during grading activities; 2) supervision during orchard tree removal and mulching; and 3) supervision and implementation of site preparation activities including removal of non-native plants and debris from the restoration areas, and erosion control Best Management Practices.

Mr. Tito Marchant will identify major erosion gullies that need to be re-contour and graded. He will work directly with operators and will provide instruction including location, depth, and direction/flow of water. The grading areas will be clearly marked and staked, and a wildlife survey will be conducted prior to grading each day. GPS data will be taken once the areas are completed graded and prepared for planting to confirm and document the restoration acreage meets the project requirements for this habitat type. ECM assumes that grading will take no more than three (3) days to complete grading at the restoration sites. Thirty (30) hours of Mr. Marchant's time have been allocated to this phase.

Mr. Tito Marchant will identify and tag all trees that need to be removed and mulched. Between two hundred (200) and two hundred and twenty five (225) trees are expected to be removed throughout the planting sites. Trees to be removed will be scattered so that mulching of adjacent areas is made easier. While it may take up to four days to remove and mulch all trees, only twenty (20) hours have been allocated for Mr. Marchant during this phase.

Site preparation will include removal of trash and debris, removal and control of non-native species within the chaparral and riparian forest restoration sites, and installation of erosion control Best Management Practices. The latter will include hand re-contouring of small erosional features that may not be otherwise accessible to grading equipment, installation of check-dams, straw wattles, and other methods of slowing water flow into the restoration area that could lead to erosion and sediment into the creek as well as undermine planting efforts. ECM crew will conduct this work under the supervision of Mr. Marchant. It is estimated that three to four days will be needed for this phase and the budget includes a breakdown of the hours for Mr. Marchant and crew as well as direct costs.

Task 2 Irrigation System Design & Installation

ECM will inspect the existing irrigation system with Ag Services staff to determine point of connections for the different planting sites as well as to determine water pressure at different points. ECM will determine the number of plants to be installed at each site and determine the number and location of sprinkle heads and/or drip system. ECM will then develop a simple planting and irrigation plan that will help installation crews and County staff. The system will be similar to that previously installed at the seepage marsh and riparian restoration sites at the ranch.

Seeding will be done during the second or third year of the project and therefore the irrigation system will take into account the need for water coverage of seeded areas. It is anticipated that the only adjustment needed for seeded areas will be change of sprinkle heads, volume of water and frequency, all of which are minor changes to the system. Main lines at each planting location will be installed first. The irrigation lines and sprinkles/drip system will be done in phases following the completion of planting in each section. If mulch is available to cover large portions of the restoration areas we might be able to use an overhead irrigation system. If not, we may have to install a drip system for some or all trees.

Task 3 Container Planting and Seeding

Planting

ECM proposes to follow the planting guidelines provided in the Restoration Plan and the RFP. ECM will conduct four (4) soil pit tests within the planting areas to check for soil pathogens, macronutrients, and water percolation. Soil samples will be sent to lab for analysis. Lab and field results will be analyzed to decide what type of soil amendments and backfill, if any, are needed. ECM will use of a hydraulic-powered auger with a large bit for digging holes for trees.

ECM will determine the location of plant species using color-coded flags. Mr. Marchant will also select the locations of sensitive plant species in coordination with County staff. Some of these sensitive species will be planted using slightly different methods and as appropriate for their ecology and size. Planting will be done in well coordinated phases so that at the end of each day, there are no empty holes. This will minimize the chance of wildlife, and California red-legged frog in particular, falling into holes. Planting will be done in sections so that once a section is completed, the irrigation pipes from the main line is installed and tested before moving into the next section. Each section will be approximately two (2) acres. This proposed approach fulfills two objectives; one to make sure plants are watered soon after planting and the system is working as designed; and second that the equipment for digging holes can move freely around the planting area and without breaking irrigation pipes and sprinkles or drip system. Digging large holes with an auger aerates soil, significantly improves water percolation and makes the construction of a large basin much easier. Each plant will receive about four (3) inches of clean mulch.

ECM will provide a ninety (90) day warranty from the time of installation for all planted containers. The budget includes a ten (10) percent contingency fund in case re-planting or other remedial measures are needed after December 2011. ECM understands that written authorization from the County is needed prior to use this fund.

Seeding

Seeding will be done on the second or third year of the project once invasive species have been controlled. Seeding will be done by hand and using the seed palette and amounts detailed in the RFP and Restoration Plan. Racking of seed into the soil may be necessary to increase soil-seed contact. Mulch may be applied after seeding if determined necessary by the Project Restoration Ecologist. Seeding will be done in late fall or early winter to take advantage of seasonal rain. This will also allow for the use of overhead irrigation needed for seed germination without affecting container plants. After

seeding, the irrigation frequency will be changed to more frequent watering events but for shorter duration and less volume of water to reduce erosion. The different irrigation schedule needed by containers and seeding areas is another important reason to have these two activities done at different times. Containers need to have deep watering at longer intervals so that roots can develop deeper and be established more successfully. Seed need frequent watering to keep surface soil moist for proper germination, and more importantly, to provide seedlings with very small roots the needed moisture to survive during the first three to four months. The cost provided does not include the cost of purchasing the seed.

Task 4 Maintenance

Maintenance activities will primarily involve weeding and maintenance of the irrigation system for the Baron Ranch Restoration Phase I & II. It is not anticipated that pests – such as voles and gophers – will be a major problem but if so, actions will be taken accordingly including caging of containers or trapping if necessary. Maintenance will be directed by the Project Restoration Ecologist and will regularly take place after his monthly horticultural visits during the first year. It is anticipated that maintenance crew will visit the restoration areas once a month. This visitation schedule will last for the first nine months. Thereafter, and after verification by the Project Restoration Ecologist, visitations will likely be reduced to once every six (6) to eight (8) weeks. Based on our experience at Baron Ranch we expect to get infestation of poison Hemlock, castor bean, tobacco tree, and mustard. These plants will be controlled with herbicide early on their growth and hand pulled later in the season as the density of these plants decreases. No invasive plant species will be allowed to set seed within the restoration areas.

It is difficult to estimate maintenance visits after the first year but based on our experience we anticipate maintenance visits to occur monthly during the active growth season – March through July – and every other month or so the rest of the year. It is also expected that a reduced level of effort will be needed to properly maintain the site in subsequent years. If weeds and invasive species are adequately controlled during the first year, our experience has demonstrated that a limited effort is required thereafter to keep restoration sites relatively free of weeds and without invasive species that could threaten the goals and standards of the project.

Task 5 Restoration Plan Coordination, Management, & Quality Assurance

Restoration Plan Coordination

Tito Marchant has been working closely with RRWMD management staff, particularly with the County's Project Manager, Ms. Joddi Leipner, for the last three (3) years. We understand the importance of this project to the County and personally to Ms. Leipner. Prior to project implementation Mr. Marchant will visit the nurseries to inspect plants under propagation. After each nursery visit, Mr. Marchant will call or email Ms. Leipner and update her on the status of plants. Mr. Marchant will inspect all plants when delivered at Baron Ranch and accept only those that meet the requirements of the project and are pest free.

To keep the County and its Project Manager abreast of the progress being made, Mr. Marchant will be present during all construction activities and scheduled maintenance work during the first year. At the end of each week Mr. Marchant will email Ms. Leipner, a brief letter report with pictures summarizing the work done. Problems or important issues however, will be communicated immediately to Ms.

Leipner via phone. Every other week, and during the implementation phase, Mr. Marchant will participate on a conference call with County staff. Prior to each call, Mr. Marchant will send an outline of the work and issues to be discussed. Within six (6) weeks of the installation, ECM will certify in writing the successful completion of the project installation per the mitigation requirements and describing as built conditions of the mitigation areas.

Project Management

ECM was founded on the idea of eliminating unnecessary layers of management and overhead that overburden hourly rates and generally removes project principals for the day to day management that can make or break a project. Toward this end, Mr. Tito Marchant will serve as Program Principal but also as Project Manager based on both his technical expertise and experience working with the County of Santa Barbara over the last three years. The County's project managers and accounting staff will have direct access to Mr. Marchant through cell phone and email to ensure a same day response. He will also personally oversee the allocation of staff and resources to meet the needs of this project

Quality Assurance

ECM quality control plan involves a series of rigorous peer reviews by senior staff at all major milestones of the project. It is ultimately the responsibility of Tito Marchant, the Project Manager, to ensure that all the points of our quality control plan are addressed prior to submitting deliverables to the County. Tito will be supported by Julie Simonsen-Marchant in ensuring: 1) that all the deliverable meets the specifications outlined in the scope of work; 2) confirming that the documents have been peer reviewed and technical edited; 3) that coordination with the resource agencies has been documented and supports the findings documented (if and when appropriate); 4) that all calculations, recommendations have been verified; and that 5) client communication has occurred to ensure deliverable meets their expectations and does not generate any issues that have not previously been brought to their attention.

Accounting

Mr. Marchant will be assisted by Julie Simonsen-Marchant, ECM treasurer and accountant. Project budget updates are generated on a weekly basis, including all hourly and project charges. In our experience timely accounting is mandatory to ensure that available funds are spent efficiently and that overruns are avoided. In addition, to reviewing weekly charges, Mr. Marchant will also be personally responsible for preparing all invoices and associated progress reports submitted to the County.

Task 6 Performance Monitoring & Reporting

As stated in the Baron Ranch Restoration Plan, the Restoration Project Manager will be responsible for conducting monitoring of the Baron Ranch Restoration Phase I & II for two (2) years and through December 31st 2012. ECM's Restoration Project Manager will qualitatively and quantitatively evaluate project success in relation to the project performance criteria and submit annual reports documenting project progress. The monitoring program will focus on documenting the progress of the project including: native vegetation cover, nonnative vegetation cover, species diversity, natural recruitment, and wildlife use of the all restoration sites (Phase I & II). Monitoring will include horticultural and botanical inspections. While ECM proposes to follow the methods outlined in the Baron Ranch Restoration Plan, a detailed monitoring plan will be develop at the onset of the project. The monitoring plan will include a description of the ecological model, such as phenology and habitat characteristics. It will also include management objectives, monitoring design, and management implications of potential results.

Monthly horticultural monitoring visits will qualitatively assess the health of the plant material and the overall condition of the restoration site. Monthly emails will be sent to RRWMD summarizing the results from these visits and will include directions for maintenance activities, recommendations, and a brief summary of existing conditions. Representative photographs will be included in these monthly emails. The plant material (container plants and seeded areas) will be inspected in order to classify the growth and establishment of the plant material with emphasis placed on signs of stress, mortality, pathogens, or disease. The growth stage will also be described to record when and if installed species are flowering and setting seed. Similarly, evidence of natural recruitment will be recorded. Photopoints are landscape photographs taken each time from the same location and filling the same frame so that differences over time can be easily seen. ECM will establish ten to twelve photopoints throughout the restoration area. GPS coordinates will be taken of each photopoint. ECM's GIS staff will develop a boundary map to accurately measure the area under restoration and to track changes in spatial location or size.

Botanical monitoring will provide quantitative data concerning vegetative plant cover estimates, percent survival, and tree height to monitor changes in the restoration effort over time. Methods of survey will include Point-Intercept transects for estimating cover. Data of successive years will provide a measurement of progress toward the success criteria. Botanical monitoring will be conducted during the growing season (between April and June). Sampling times shall be consistent from year to year. The monitoring data shall be included in the annual reports. Tree height will be calculated by measuring the tree height of at least 10 percent of all installed coast live oak trees in the southern coast live oak riparian forest and woodland areas. Average tree height for other species, including arroyo willow, narrow-leaved willow, and western sycamore will be based on sampling at least 20 percent of the installed trees per species. Monitored trees will be tagged and GPS coordinates taken.

Wildlife monitoring of the restoration areas will be conducted to assess general wildlife use, and evidence of wildlife corridors. All wildlife species encountered during monitoring visits will be recorded, including species sign, such as tracks or scat, as well as an approximate number of observations. Species lists will be created by vegetation community for each site visit so that changes in frequency or species composition can be described over time. Evidence of local wildlife movement will be mapped, including trails when evident. When needed, Mr. Tito Marchant will conduct pre-construction surveys for the California red-legged frog working either as a Fish & Wildlife Service (FWS) approved independent monitor or working under the permit of another FWS approved biologist.

Two Annual Monitoring Reports are included in this scope of work and budget. The first will be submitted by December 1st 2011 and the second by December 1st 2012. Annual reports will be concise and will include graphs, figures, photographs, and tables. Each report will summarize results from the qualitative and quantitative monitoring, outline the progress made toward meeting mitigation requirements, document major problems and challenges faced during each year as well as the adaptive management strategies taken to overcome them, and, conclusions and recommendations. Based on one set of comments made by County staff, ECM will finalize each report within fifteen (15) days and submit to RRWMD no later than December 15th of each year.

Baron Ranch Restoration Phase 2

IMPLEMENTATION COSTS		Labor Costs					Total Labor Costs	Direct Costs						Total Direct Costs	TOTAL COST
Job Category	Rates	Pr. Ecologist	Foreman	Crew Leader	Crew	GIS		Truck/Day	Equipment/day	Equipment/day	Equipment/day	Equipment/day	Supplies & Herbicide		
		\$95	\$ 60.00	\$ 45.00	\$ 35.00	\$ 65.00		\$85.00	\$600.00	\$250.00	\$125.00	\$40.00			
Task 1. Site Preparation															
Task 1.1 Grading Supervision		30					\$2,850.00	3						\$255.00	\$3,105.00
Task 1.2 Orchard Removal Supervision		20					\$1,900.00	3						\$255.00	\$2,155.00
Task 1.3 Site Preparation (inc. BMPs)		20	30	30	30		\$6,100.00	5		1	1	1	\$850.00	\$1,690.00	\$7,790.00
Total Cost Task 1							\$10,850.00							\$2,200.00	\$13,050.00
Task 2 Irrigation System															
Task 2.1 Design (1)		20	10			10	\$3,150.00	2						\$170.00	\$3,320.00
Task 2.2 Installation		40	120	100	100		\$19,000.00	19		14	14		\$12,750.00	\$19,615.00	\$38,615.00
Total Cost Task 2							\$22,150.00							\$19,785.00	\$41,935.00
Task 3 Container Planting & Seeding															
Task 3.1 Planting (2)		200	400	200	200		\$59,000.00	56	20	20				\$21,760.00	\$80,760.00
Task 3.2 Seeding (3)		8	40	40	40		\$6,360.00	2						\$170.00	\$6,530.00
Total Cost Task 3							\$65,360.00							\$21,930.00	\$87,290.00
Total Implementation		338	600	370	370	10	\$98,360.00							\$43,915.00	\$142,275.00

MAINTENANCE COSTS (2 YEARS)		Labor Costs					Total Labor Costs	Direct Costs						Total Direct Costs	TOTAL COST
Job Category	Rates	Pr. Ecologist	Sr. Ecologist	Sr. Statician	Ecologist	GIS		Truck/Day	Equipment/day	Equipment/day	Equipment/day	Equipment/day	Supplies & Herbicide		
		\$95.00	\$95.00	\$95.00	\$70.00	\$65.00		\$85.00							
Task 4 Maintenance															
Task 4.1 - Year 1 (through Dec 2011)			300	300	300		\$42,000.00	30			30	30	\$6,250.00	\$13,750.00	\$55,750.00
Task 4.2 - Year 2 (through Dec 2012)			280	280	280		\$39,200.00	28			28	28	\$4,100.00	\$11,100.00	\$50,300.00
Total Maintenance Years 1 and 2		0	580	580	580	0	\$81,200.00							\$24,850.00	\$106,050.00

MANAGEMENT, MONITORING & REPORTING COST (PER YEAR)		Labor Costs					Total Labor Costs	Direct Costs		Total Direct Cost	TOTAL COST
Job Category	Rates	Pr. Ecologist	Sr. Ecologist	Sr. Statician	Ecologist	GIS		Truck/Day			
		\$95.00	\$95.00	\$95.00	\$70.00	\$65.00		\$85.00			
Task 5. Coordination, Management, & QA											
Task 5.1 Coordination & Management		144					\$13,680.00	6		\$510.00	\$14,190.00
Total Cost Task 1							\$13,680.00			\$510.00	\$14,190.00
Task 6. Performance Monitoring & Reporting											
Task 6.1 Monitoring		150	30	5	30	30	\$21,625.00	15		\$1,275.00	\$22,900.00
Task 6.2 Quarterly Reports		40	10			10	\$5,400.00			\$0.00	\$5,400.00
Task 6.3 Annual Report		40	30	10		30	\$9,550.00			\$0.00	\$9,550.00
Total Cost Task 2		374	70	15	30	70	\$36,575.00			\$1,275.00	\$37,850.00
Total Cost Management, Monitoring, & Reporting											\$52,040.00

COMMUNITY PLANTING COORDINATION		Labor Costs					Total Labor Costs	Direct Costs		Total Direct Cost	TOTAL COST
Job Category	Rates	Pr. Ecologist	Sr. Ecologist	Sr. Statician	Ecologist	GIS		Truck/Day			
		\$95.00	\$95.00	\$95.00	\$70.00	\$65.00		\$85.00			
Task 7.1 Community Planting Coordination											
Task 7.1 Community Planting Coordination		20					\$1,900.00	2		\$170.00	\$2,070.00

Summary Costs Two Year Program		10% Contingency	TOTAL
Implementation	\$142,275.00	\$14,227.50	\$156,502.50
Community Planting	\$2,070.00		\$2,070.00
Maintenance (2 Years)	\$106,050.00		\$106,050.00
Management, Monitoring, & Reporting (2 Years)	\$104,080.00		\$104,080.00
	\$354,475.00		\$368,702.50

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 368,702.50.
- B. Extra work required to complete the project may be authorized only if CONTRACTOR received written approval by the COUNTY's designated representative as identified in Paragraph 1 of this Agreement at the same rate per unit as included in **EXHIBIT A**. The total amount of this contingency fund is 10% of the agreement amount or \$36,870.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in

Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2010

PRODUCER Pehaim & Snipper Insurance Services P. O. Box 720867 San Diego CA 92172 Phone 619-283-6533 Fax 619-283-7552	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.												
INSURED Ecological Conservation & Mgmt., Inc. 6755 Mira Mesa Blvd. Suite #123413 San Diego CA 92121	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Sequoia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Southern Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Landmark American Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Sequoia Insurance Company		INSURER B: Southern Insurance Company		INSURER C: Landmark American Ins. Co.		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Sequoia Insurance Company													
INSURER B: Southern Insurance Company													
INSURER C: Landmark American Ins. Co.													
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	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	x	GENERAL LIABILITY	SBP215868-1	01/15/10	01/15/11	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE
						PRODUCTS - COMP/OP AGG
A	x	AUTOMOBILE LIABILITY	SAP200765-1	01/15/10	01/15/11	COMBINED SINGLE LIMIT (Ea accident)
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
		<input checked="" 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 EA ACC
						AUTO ONLY: AGG
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
		<input type="checkbox"/> DEDUCTIBLE				
		<input type="checkbox"/> RETENTION \$				
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WSI0040027-01	02/05/10	02/05/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT
C		Professional Liability	LHR813433	02/18/10	02/18/11	\$1,000,000 Per Claim \$2,000,000 Aggregate

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

Certificate Holder and its employees and agents shall be named additional insured as respects the operations of the named insured. shall apply on a primary non-contributing basis

**** 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT**

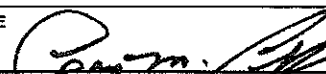
CERTIFICATE HOLDER

County of Santa Barbara
 Resource Recovery & Waste Management
 130 E. Victoria Street, Ste 100
 Santa Barbara, CA 93101
 Attn: Joddi Leipner

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

 <GMP>

POLICY NUMBER: **SBP215868-1**

COMMERCIAL GENERAL LIABILITY
CG 20 12 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY
OR SUBDIVISIONS OR POLITICAL SUBDIVISION – PERMITS OR
AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

STATE OR POLITICAL SUBDIVISION:

County of Santa Barbara
Resources Recovery & Waste Management
130 E. Victoria Street, Ste 100
Santa Barbara, CA 93101

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED(Section II) is amended to include as an insured any state or Governmental agency or subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization
2. This insured does not apply to:
 - a. "Bodily injury," "property damage," "personal injury," or "advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."