

Administering Agency: Nevada County Roads Department

Contract No. _____

Contract Description: **West Coast Tree Service, Inc.**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of November 7, 2023 by and between the County of Nevada, ("County"), and **West Coast Tree Service, Inc.**("Contractor") (together, "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed sixty-six thousand six hundred Dollars (\$66,666).**
3. **Term** This Contract shall commence on November 7, 2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.
9. **Relationship of Parties**
- 9.1. **Independent Contractor**
In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.
- 9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.
- 9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.
10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions **and information technology security provisions** set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law

or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSPP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.
15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the

requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, Contractor shall be screened at www.sam.gov. to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
21. **Financial, Statistical and Contract-Related Records:**
 - 21.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks,

receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

21.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Comptroller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

21.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

22. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.

3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, 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. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

23. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
25. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
26. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.
28. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.

29. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
30. **Subrecipient** This contract shall not shall be subject to subrecipient status as such: The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the “OMB Super Circular” or “Uniform Guidance”). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
31. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
32. **Information Technology Security Requirements** This contract shall not shall be subject to Exhibit F, “Information Technology Security,” which is attached and incorporated by this reference. Contractor’s failure to comply with the requirements in Exhibit F is a material breach of this Agreement.
33. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver’s license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

34. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:

Nevada County
Roads Department
Address: 950 Maidu Ave. Suite 170
City, St, Zip Nevada City, CA 95959
Attn: John Veasey
Email: john.veasey@nevadacountyca.gov
Phone: 530-273-6117 X 101

CONTRACTOR:

Name of firm
West Coast Tree Service, Inc..
Address 16578 Laverne Ln.
City, St, Zip Anderson, CA 96007
Attn: Kevin Mellado
Email: kevin@westcoasttreeservice.com
Phone: 559-909-5826

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Steve Monaghan, Purchasing Agent

CONTRACTOR: West Coast Tree Service, Inc.

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: ___Secretary_____

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. [Schedule of Services](#)
 - B. [Schedule of Charges and Payments](#)
 - C. [Insurance Requirements](#)
- Summary [Page](#)

EXHIBIT A

SCHEDULE OF SERVICES

Contractor will be required to supply necessary labor, tools and equipment required to perform these services in a professional manner.

1. SCOPE OF WORK

- 1.1 Perform tree trimming and removal services as required on public property located in unincorporated areas of Nevada County.
- 1.2 Provide stump-grinding service.
- 1.3 Provide certified Arborist(s) services that can:
 - A. Evaluate trees and make recommendations to the County.
 - B. Supervise trimming and removal of trees as directed by the Project Manager.
 - C. Supervise all work performed for the County if needed.

2. MINIMUM QUALIFICATION CRITERIA

The below criteria are minimum qualifications of the selected Contractor(s) and include – but are not limited to – the following:

- 2.1 Shall be licensed and bonded.
- 2.2 Shall have experience working in areas with public traffic.
- 2.3 Shall respond to PW emergency requests on two (2) hours' notice.
- 2.4 Shall be regularly and continuously engaged in the business of providing tree trimming and removal services and possess a minimum of three (3) years' experience in performing similar projects of scope and size including experience with trees posing an imminent threat to structures.
- 2.5 Shall have the ability to remove trees up to 96" DBH and 200' high.
- 2.6 Shall have the ability to work with County personnel to achieve the best results for each project.
- 2.7 Shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.
- 2.8 Shall be in compliance with applicable federal, state and local laws and regulations.
- 2.9 It is desirable, but not required, that Certified Tree Workers employed by Contractor participate in all Services.
- 2.10 Services shall be performed in a manner to protect tree health and growth. Services will be performed with particular attention to the following:
- 2.11 At County's request, contractor shall provide an estimate of trees value before cutting is begun.
- 2.12 All tree removal shall be done in a manner to protect surrounding property, vegetation, etc.
- 2.13 Tree trunks shall be removed to ground level, or to a specific height as directed by the Project Manager.
- 2.14 Stumps shall be ground and treated with appropriate materials to prevent re-growth as directed by the Project Manager.
- 2.15 Include the arrival on site, with twenty-four (24) hours' notice from the Project Manager, under normal conditions, of an aerial lift, operator and crew. Once a job is started, all work shall be completed in a timely manner without delay to the satisfaction of the County representative.

- 2.16 Include the arrival on site, with two (2) hours' notice from the Project Manager, under storm and/or emergency conditions, as determined by the Project Manager, of an aerial lift, operator and crew. The County will be considered a first priority customer under these conditions.
- 2.17 Comply with regulations set by all applicable federal, regional, state and local regulatory agencies.
- 2.18 Include the right of the Project Manager to modify or suspend any work assignment for any reason, including adverse weather conditions, at no cost to the County.
- 2.19 Be guaranteed for a period of one (1) year.
- 2.20 Having an Arborist(s) on staff as needed for purposes of evaluating the health of trees to make recommendations as to whether a tree should be pruned, removed or preserved.
- 2.21 Include training County staff as necessary.

3. EQUIPMENT AND SAFETY SPECIFICATIONS:

- 3.1 Contractor shall supply all labor and equipment necessary to appropriately and safely complete the required task.
- 3.2 Contractor shall ensure Services are performed safely and in accordance with all applicable federal, state, local laws and regulations.
- 3.3 Chain saws used by Contractor shall be maintained in good and operable condition throughout Contractor's term of Service. The chain saws shall be of sufficient size and design for the task.
- 3.4 All other equipment shall be suitable, appropriate and properly maintained by the Contractor while performing Services.
- 3.5 Personnel shall be experienced and trained to safely operate equipment to perform Services.
- 3.6 Contractor shall perform Services with minimal obstruction and inconvenience to the public, and shall begin no project that cannot be performed without regard for the rights of the public.
- 3.7 It is understood that owner/operators are not required to follow the same safety rules administered by the Department of Labor and Industries. However, by submission of a Bid, it shall be expressly understood that due care shall be exercised at all times to maintain a safe environment. Anytime an owner/operator hires an employee, that employee will be required to follow all pertinent safety rules. Owner/Operators shall maintain the minimum insurance requirements at all times.
- 3.8 The Project Manager may order the Contractor to stop work whenever any safety violation is observed and/or evidenced. The Contractor shall comply with the stop work order and shall not resume work until the safety violation is corrected to the satisfaction of the Project Manager. Contractor shall not be entitled to any compensation for time during the period of the work stoppage.
- 3.9 Identification and location of all utility or power lines are the responsibility of the Contractor. The Contractor shall:
 - a. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the Contractor shall notify the Project Manager immediately.
 - b. In the event utilities are damaged during tree trimming or removal process, temporary services and/or repairs shall be made immediately, at the Contractor's expense, to maintain continuity of services and permanent repairs shall be made in a timely manner at Contractor's expense.

- c. Any damage caused by Contractor shall be repaired or replaced at Contractor's expense.

4. CLEAN-UP AND DEBRIS REMOVAL:

- 4.1 All debris resulting from the Contractor's work shall be cleaned up each day before the work crew leaves the site. Contractor shall be responsible for removal and chipping of all debris from the site including branches, twigs, and leaves and as much saw dust as possible. Contractor shall haul away all timber products and debris from the work site and shall legally dispose of at Contractor's expense.
- 4.2 If chipping of vegetation material is required, the Contractor must discuss chipping with the Project Manager to determine if chip material can be spread on site or needs to be hauled away.
- 4.3 Invoicing of green waste, haul away and clean-up fees shall be listed as separate line items on your invoice.

5. TRAFFIC CONTROL REQUIREMENTS:

Contractor shall provide traffic control and all required signage in accordance with the CalTrans Manual of Traffic Controls for Construction/Maintenance Work Zones (latest edition) when required for the job. Adequate warning devices, barricades, guards, flaggers, or other necessary precautions shall be taken by the Contractor to give advice and reasonable protection, safety and warning to persons and vehicular traffic in the work area. Public traffic through any work area will be limited to safe conditions with minimal delay. Be responsible for all lane closures, including signage, barricades and warning devices necessary to complete work in a safe manner. Contractor shall provide the appropriate number and classes of crew members for each job as is typically required in the industry.

6. MISCELLANEOUS REQUIREMENTS:

- 6.1 The Contractor will be responsible to supply and furnish appropriate safety devices for tree trimming and removal work located on other public properties when traffic control services are not necessary.
- 6.2 The County will determine when and where tree services are required. Prior to performance of work, Contractor will be instructed on the scope of work on the jobsite by the Project Manager and discuss the type and number of personnel that will be required. Project Manager will inspect and approve the work performed prior to approving invoices for payment.
- 6.3 All of Contractor employees assigned to County projects are required to have personal protective equipment (PPE) when they are on County job sites, including but not limited to, hard hats, reflective vests/shirts, and gloves. The Contractor is responsible for supplying their employees with personal protective equipment. Contractor shall conform to Cal OSHA requirements.
- 6.4 Any mechanical failure and or damage to equipment used in performing the required services is the sole responsibility of the Contractor.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail including (at minimum):

1. Contract number
2. Date of service
3. Location of service
4. Crew members (including hours of work)
5. Equipment used (including hourly rates)
6. Other services (such as disposal fees, hauling, traffic control etc.)

Work performed by Contractor will be subject to final acceptance by County project manager(s). Invoice rates shall not exceed the hourly amounts, equipment rates and other services fees as shown in the payment schedule below.

Submit all invoices to:

Nevada County
Roads Department
Address: 12350 LaBarr Meadows Rd,
Suite 1
City, St, Zip Grass Valley, CA 95949
Attn: Roads Fiscal
Email: CDA.Fiscal@nevadacountyca.gov
Phone: 530-273-6117 X101

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below

Payment Schedule



Public

Nevada County (CA)
 Tabulation Report IFB - RE-Bid TREE REMOVAL SERVICES - Roads Department
 Vendor: West Coast Tree Service, Inc.

Code	Name	Item Description	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price
1	Feller	(rates MUST include-prevailing wage)				\$90.00	1	Maximum Cost per hour	\$90.00
2	Climber	(rates MUST include-prevailing wage)				\$90.00	1	Maximum Cost per MAN hour	\$90.00
3	Groundman	(rates MUST include-prevailing wage)				\$70.00	1	Maximum Cost per MAN hour	\$70.00
4	Chipper			14		\$15.00	1	Maximum Cost per MAN hour	\$15.00
5	Boom Truck			30		\$30.00	1	Maximum Cost per hour	\$30.00
6	Crane w/ Operator			400		\$400.00	1	Maximum Cost per hour	\$400.00
7	Minimum hours for Crane (if applicable)			8		\$8.00	1	Minimum hours required	\$8.00
8	Skid Steer	with bucket or grapple		50		\$50.00	1	Maximum Cost per hr.	\$50.00
9	Skid Steer	with masticator		50		\$50.00	1	Maximum Cost per hr.	\$50.00
10	Hauling of debris/chips	(rates MUST include-prevailing wage where applicable)				\$50.00	1	Maximum Cost per Ton	\$50.00
11	Greenwaste Disposal	(rates MUST include-prevailing wage where applicable)				\$250.00	1	Maximum Cost per dump run	\$250.00
12	Traffic Control days	Monday-Friday (8-5)				\$160.00	1	Maximum Cost per hr.	\$160.00
13	Feller (Emergency Rate)	(rates MUST include-prevailing wage)				\$140.00	1	Maximum Cost per MAN hour	\$140.00
14	Climber (Emergency Rate)	(rates MUST include-prevailing wage)				\$140.00	1	Maximum Cost per MANhour	\$140.00
15	Groundman (Emergency Rate)	(rates MUST include-prevailing wage)				\$110.00	1	Maximum Cost per MAN hour	\$110.00
16	Stump Grinder					\$15.00	1	Maximum Cost per hr.	\$15.00
17	Emergency Call-Out Mobilization (if applicable)					\$275.00	1	Maximum Cost per call out	\$275.00

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (“ACH”). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall

be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
8. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
9. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
10. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
12. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:
County of Nevada
Roads Division
12350 La Barr Meadows Rd., Suite 1
Grass Valley, CA 95949

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

SUMMARY OF CONTRACT

Contractor Name **West Coast Tree Service, Inc.**

Description of Services **As-needed tree removal services**

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$66,666

Contract Start Date: 11/7/2023

Contract End Date: 6/30/2024

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker’s Compensation (Statutory Limits)	Click or tap here to enter text.

LICENSES AND PREVAILING WAGES

Designate all required licenses: Certified Arborist Lic. &
Department of Industrial Relations Public Works Contractor
Registration

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

CONTRACTOR:

Nevada County
Roads Department
Address: 950 Maidu Ave., Suite 170
City, St, Zip Nevada City, CA 95959
Attn: John Veasey
Email: john.veasey@nevadacountyca.gov
Phone: 530-273-6117 X 101

Name of firm
West Coast Tree Service, Inc..
Address 16578 Laverne Ln.
City, St, Zip Anderson, CA 96007
Attn: Kevin Mellado
Email: kevin@westcoasttreeservice.com
Phone: 559-909-5826

Contractor is a: (check all that apply)

EDD Worksheet Required

Corporation: Calif., Other, LLC,
Non- Profit Corp
Partnership: Calif., Other, LLP, Limited
Person: Indiv., Db, Ass’n Other

Yes No

ATTACHMENTS

- Exhibit A:** Schedule of Services
- Exhibit B:** Schedule of Charges and Payments
- Exhibit C:** Insurance Requirements