



**RESOLUTION No. 17-529**  
**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

**APPROVAL OF CONTRACT WITH WEST COAST ARBORISTS,  
INC. FOR TREE AND VEGETATION TRIMMING AND  
REMOVAL SERVICES AND BUDGET ADMENDMENT  
(4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, on July 14, 2017 the Purchasing Agent released a Request for Proposals (RFP) for Tree and Vegetation Trimming and Removal Services; and

WHEREAS, on August 10, 2017 five (5) proposals were received; and

WHEREAS, after a review of these proposals and oral interview conducted by in-house staff, West Coast Arborists, Inc. ("WCA") was selected as the top ranked firm to provide these services; and

WHEREAS, staff proposes an initial contract with WCA for \$150,000 from November 1, 2017 through June 30, 2019; and

WHEREAS, the contract would be eligible for up to four (4) additional annual renewals beginning July 1, 2019; and

WHEREAS, no additional renewals would be permitted after June 30, 2023; and

WHEREAS, road funds are available to accomplish this project in budget code 1114-30107-703-1000/521120.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves a Contract and authorizes the Chair of the Board of Supervisors to execute a Contract between the County of Nevada and WCA for an amount not to exceed \$150,000 for tree and vegetation trimming and removal services upon receipt of Certificates of Insurance by the Director of the Department of Public Works and approval and acceptance of the Certificates of Insurance by the Risk Manager.. The contract term shall be from November 1, 2017 to June 30, 2019 and shall be eligible for up to four (4) additional annual renewals beginning July 1, 2019.
2. Directs the Auditor-Controller to amend the Department of Public Works Fiscal Year 2017/18 budget as follows:

Increase		
1114-30107-703-1000	/521120	\$150,000

Increase		
1114-30107-703-1000	/440135	\$150,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of October, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By:  \_\_\_\_\_

  
\_\_\_\_\_  
Hank Weston, Chair

10/24/2017 cc: DPW\*  
AC\*  
WCA, Inc.

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**West Coast Arborists, Inc.**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Tree Trimming and Removal Services**

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \$150,000  
(§3) **Contract Beginning Date:** 11/1/2017      **Contract Termination Date:** 6/30/2019  
(§4) **Liquidated Damages:** n/a

**INSURANCE POLICIES**

Designate all required policies:

		Req'd	Not Req'd
(§6) <b>Commercial General Liability</b>	(\$1,000,000)	<u>x</u>	<u>      </u>
(§7) <b>Automobile Liability</b>	(\$ 300,000) Personal Auto	<u>      </u>	<u>x</u>
	(\$1,000,000) Business Rated	<u>      </u>	<u>x</u>
	(\$1,000,000) Commercial Policy	<u>x</u>	<u>      </u>
(§8) <b>Worker's Compensation</b>		<u>x</u>	<u>      </u>
(§9) <b>Errors and Omissions</b>	(\$1,000,000)	<u>      </u>	<u>x</u>

**LICENSES AND PREVAILING WAGES**

(§14) Designate all required licenses:

D-49 Tree Service License

**NOTICE & IDENTIFICATION**

(§26) **Contractor:** **West Coast Arborists, Inc.**  
**2200 E. Via Burton Street**  
**Anaheim, CA 92806**

**County of Nevada:**  
**950 Maidu Avenue**  
**Nevada City, CA 95959**

Contact Person: Victor Gonzalez  
(800) 521-3714  
e-mail: vgonzalez@wcainc.com

Contact Person: Joshua Pack  
(530) 265-7059  
e-mail: joshua.pack@co.nevada.ca.us

**Contractor is a:** (check all that apply)

Corporation:	<u>x</u> Calif.,	<u>      </u> Other,	<u>      </u> LLC,	<u>      </u> Non-profit
Partnership:	<u>      </u> Calif.,	<u>      </u> Other,	<u>      </u> LLP,	<u>      </u> Limited
Person:	<u>      </u> Indiv.,	<u>      </u> DbA,	<u>      </u> Ass'n	<u>      </u> Other

**EDD:** Independent Contractor Worksheet Required:        Yes x No

**HIPAA:** Schedule of Required Provisions (Exhibit D):        Yes x No

**ATTACHMENTS**

Designate all required attachments:

	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	<u>x</u>	<u>      </u>
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<u>x</u>	<u>      </u>
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<u>      </u>	<u>x</u>
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	<u>      </u>	<u>x</u>

### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

**1. Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

**2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

### Time for Performance

**3. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

**4. Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

**5. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

**6. Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;



- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.



Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); 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. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

**Personal Services**

**12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

**13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor 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 set forth herein at §§6, 7, 8, 9 and 10, 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 agreement, 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.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, 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.

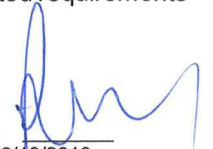
**Public Contracts**

**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 §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) 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>.

(ii) 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.



(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The 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 (County Resolution No. 00190):**

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance 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:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**18. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

**Default and Termination**

**20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof 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**.

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) days written notice** to Contractor.

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 the Contractor, the 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 the Contractor has no control.

County, upon giving **sixty (60) 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 the 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.

**Miscellaneous**

**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said 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

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

**22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**25. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

**26. Notices:**

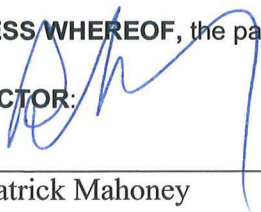
This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**27. 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 effective on the Beginning Date, above.

CONTRACTOR:



Name: Patrick Mahoney

Title: President

Dated: 10/17/17

COUNTY OF NEVADA:



Chairperson  
Board of Supervisors

Dated: 10/24/2017





### Exhibit A: Schedule of Services

The Contractor shall perform as needed tree trimming and removal services (including vegetation and brush removal) on public properties within the boundaries of Nevada County.

The Contractor shall:

- Perform tree trimming and removal services as required on public property located in unincorporated areas of Nevada County.
- Provide stump-grinding service.
- Supply necessary labor, tools and equipment required to perform these services in a professional manner.
- Provide certified Arborist(s) services that can:
  - Evaluate trees and make recommendations to the County.
  - Supervise trimming and removal of trees as directed by the Project Manager.
  - Supervise all work performed for the County if needed.

Contractor minimum qualification criteria include – but are not limited to – the following:

- Shall be licensed and bonded.
- Shall have experience working in areas with public traffic.
- Shall respond to PW emergency requests on two (2) hours' notice.
- 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.
- Shall have the ability to remove trees up to 96" DBH and 200' high.
- Shall have the ability to work with County personnel to achieve the best results for each project.
- Shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.
- Shall be in compliance with applicable federal, state and local laws and regulations.
- It is desirable, but not required, that Certified Tree Workers employed by Contractor participate in all Services.
- Services shall be performed in a manner to protect tree health and growth. Services will be performed with particular attention to the following:
  - At County's request, contractor shall provide an estimate of trees value before cutting is begun.
  - All tree removal shall be done in a manner to protect surrounding property, vegetation, etc.
  - Tree trunks shall be removed to ground level, or to a specific height as directed by the Project Manager.
  - Stumps shall be ground and treated with appropriate materials to prevent re-growth as directed by the Project Manager.
- 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.
- 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.

- Comply with regulations set by all applicable federal, regional, state and local regulatory agencies.
- 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.
- Be guaranteed for a period of one (1) year.
- 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.
- Include training County staff as necessary.

#### Equipment and Safety Specifications:

- Contractor shall supply all labor and equipment necessary to appropriately and safely complete the required task.
- Contractor shall ensure Services are performed safely and in accordance with all applicable federal, state, local laws and regulations.
- 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.
- All other equipment shall be suitable, appropriate and properly maintained by the Contractor while performing Services.
- Personnel shall be experienced and trained to safely operate equipment to perform Services.
- 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.
- 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.
- 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.
- Identification and location of all utility or power lines are the responsibility of the Contractor. The Contractor shall:
  - 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.
  - 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.
  - Any damage caused by Contractor shall be repaired or replaced at Contractor's expense.

#### Miscellaneous Requirements

- The Contractor shall supply and furnishing traffic control services for tree work affecting public roads. This includes all fences, barriers, directional signs, lights and flag persons as necessary to give adequate warning to the public at all times of any dangerous conditions

to be encountered as a result of the work and to give directions to the public when Nevada County roads crew is unavailable. Contractor shall coordinate with the Nevada County Department of Public Works Road Maintenance Division to coordinate these services.

- 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.
- 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.
- 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.
- 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**



*Tree Care Professionals Serving Communities Who Care About Trees*

www.WCAINC.com

**FEE PROPOSAL**

**COUNTY OF NEVADA**

**RFP for Tree Trimming and Removal Services**

**HOURLY RATES**

Faller/Climber	per man hour	\$79.00
Grounds men	per man hour	\$79.00
Chipper	per hour	\$10.00
Boom Truck	per hour	\$10.00
Crane with Operator (minimum of 4 hours)	per hour	\$175.00

**EMERGENCY HOURLY RATES**

Faller/Climber	per man hour	\$99.00
Grounds men	per man hour	\$99.00
Chipper	per hour	\$10.00
Boom Truck	per hour	\$10.00
Crane with Operator (minimum of 4 hours)	per hour	\$199.00

Proposed prices are for FY 17-18 and subsequent years will reflect an increase in line with the predetermined Tree Maintenance Laborer rates.

**West Coast Arborists, Inc.**

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745