

**County Of Yuba
Request for Proposal**

Tree Care and Maintenance Services



Proposal Closing Date:

Monday, April 28, 2014 at

5:00 p.m. PDT

The County of Yuba Buildings & Grounds Division of Administrative Services wishes to obtain professional services from a qualified firm to provide tree care and maintenance and related services at any of twelve (12) Yuba County facilities. It is the County's intention to award this work to one vendor to provide "on demand" or "on call" services as the need arises. After contract award, the County's expectation is to issue work orders against a master contract for specific projects that are to be completed and not to exceed \$50,000 for the term of the agreement. We would also like the provider to be able to provide the County with a detailed maintenance plan. This should be an alternate and is indicated on Exhibit D. A sample of the County's work order and sample professional services agreement are attached in Exhibit F and Exhibit G, respectively.

Overall selection will be based on *best value* to the County. *Best value* is later described in Section V: Evaluation Criteria.

Please review the document carefully to ensure you are familiar with the County's requirements.

I. SCOPE OF WORK

The Yuba County Administrative Services Department will accept proposals from interested and qualified California licensed tree care professionals, for tree care and trimming services; including emergency work and repairs.

The successful firm shall provide all materials, equipment and labor for tree trimming, care and emergency maintenance services as needed in various Yuba County locations (see list in Exhibit E). Request shall cover tree care and maintenance on all types of trees (deciduous, evergreen, and palm) on all County properties listed in this exhibit.

This service would be under an annual contract and would have the option for two (2) additional one-year renewal terms.

Pricing shall include regular, overtime and holiday labor rates and any potential mark-up on materials for such work. Price variations for specific type of tree shall also be explained. The vendor shall address the ability to work "After Hours" as defined in Exhibit D and define a guaranteed response time.

A. Tree Care

1. Trees shall be planted, maintained, trimmed, and cared for with strict accordance to the standards of the Western Chapter of the International Society of Arboriculture (ISA) www.isa-arbor.com.
2. The Contractor shall fertilize trees during the months of March and September or as recommended and mutually agreed upon with the County.
3. All tree trimming must include all labor, services, materials and equipment, traffic control (abiding by County and City requirements for notification), clean up and disposal of green waste for the routine maintenance of any tree to be trimmed in accordance with these specifications.
4. Brush and debris must be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

B. Pruning

1. The general objectives for pruning of trees are to maintain the individuality of each plant and to develop plant shapes that gradually restore the natural form and health of the species.
2. The Contractor shall also be required to prune trees that pose a threat to public safety.
3. The Contractor shall prune all trees to:
 - a. Remove dead or damaged branches.
 - b. Develop the natural form of the plant.
 - c. Maintain the width of the plant within the planter and/or space limitations.
 - d. Eliminate diseased growth due to pests.
 - e. Select and develop permanent branches.
 - f. No stubs will be permitted.
4. The Contractor shall prune all trees as directed by the County (traditionally during January and February).
5. The Contractor shall recommend annual tree trimming per facility based upon safety and need.
6. Rectangular or severe shearing shall not be permitted.
7. The Contractor shall remove and lawfully dispose of (off site) debris generated from pruning operations.
8. Climbing spurs shall not be used.

C. Tree / Stump Removals

1. All tree and stump removals must include all labor, services, materials and equipment, traffic control, clean up and disposal of green waste for complete removal in accordance with these specifications.
2. Measurement and payment for tree removals must be priced by the trunk inch for trees felled or per diameter inch for stumps only, as verified in the field.

D. Tree Planting

1. All tree plantings must include all labor, services, materials and equipment, traffic control, clean up and disposal of green waste for complete and maintenance for ninety (90) days of new trees in accordance with these specifications.
2. Measurement and payment for tree planting must be priced by the size of the tree on a per diameter basis.
3. All trees must be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees must be free from pests, disease and structural defects.

If you have other capabilities we should know of, please include them in your response and they will be considered as alternate capabilities; but will have no bearing on the selection. Choosing not to bid on specific tasks above shall not necessarily disqualify any bidder.

II. ALTERNATE PROPOSAL: DETAILED TREE MAINTENANCE PLAN

In addition, the County wishes to obtain an alternate proposal to provide a detailed maintenance plan. Please include the pricing and any details regarding your proposal for this maintenance plan in your proposal submission.

III. PROPOSAL DOCUMENT INSTRUCTIONS

As stated above, the County intends to award the work to the 'best value' provider. Actual work will be coordinated on a job-by-job basis and you may be asked for a quote at the beginning of the job using the pricing included in your response.

Proposals should include the following:

1. **A Cover Letter / Executive Summary** - A brief statement as to the contractor's understanding of the work to be performed, the commitment to perform the work, and a statement as to why the vendor believes it to be the best qualified to perform the engagement. Please also highlight any of the requirements in the Scope of Work you are not able to accommodate.
2. **A Signature** of the person authorized to commit the vendor.
3. **Licensing** - Must be licensed, insured, and bonded and provide such proof. Including a valid California D49 Tree Service license. A certified Arborist on staff is preferred.
4. **Insurance Coverage** - Proof of General, Automobile, Employer Liability coverage, and continuous Workers Compensation coverage (either copy of previous Insurance Accords or a letter from your provider stating the number of years of continuous coverage will suffice).
5. **References** - Please provide references from three (3) clients with whom you have done similar work. Please explain the scope or work performed and any particular success or challenges you faced.
6. **Additional Information** - Any additional information that you feel should be included in your proposal including but not limited to specifics on how you plan on conducting services, specifics on how a tree maintenance plan will be created, any items that will provide more information to the County on the services being proposed.
7. **Exhibits** - Please make sure Exhibits A, B, C, and D (or a reasonable facsimile) are included and complete with original signatures.

IV. SITE WALK

In order to obtain the most thorough proposals, we would like vendors to visit each site listed in Exhibit E before submitting a proposal. All trees are located outside of the facilities. Please do not disturb the office staff when visiting each site. If you have any questions, please submit those in writing as indicated in Section VIII.

V. ADDITIONAL REQUIREMENTS

- a. **Subcontractors and Key Personnel.** Proposal should include the names all of subcontractors and key personnel. Once contracted, no portion of work shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from County. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from County. It is the County's desire to have an ongoing support relationship with the provider and that may include an assigned contractor(s). Consistency of service is a critical need and familiarity with our locations and unique requirements is also important.
- b. The Contractor must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.
- c. Part of the selection process may include a credit check and financial evaluation of the business/independent contractor.
- d. Selection will be made by a County Evaluation Team. Members of the Evaluation Team are not to be contacted by the Contractor.
- e. All work performed shall be to the acceptance of the County or its authorized representative.
- f. A draft of the Professional Services Agreement is provided as Exhibit G for your review.
- g. If contractor has any reservations or concerns with any term or clause in the agreement please note such in your response.
- h. Contractor shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured party in amounts requested by County (in Appendix F) and maintain such insurance during term of contract.
- i. The Contractor/Contractor shall ensure that the prevailing wage requirement is applied to anyone performing work on this project. Contractor/Contractor shall comply with the provisions of Section 1775 and 1813 of the Labor Code of the State of California and price their proposal response accordingly. Further information concerning Prevailing Wage rates can be found at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

VI. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any Contractor or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract, if awarded, will be awarded to a Contractor whose proposal is considered the **best value** to the County. Best value will be determined based on price, responsiveness, capability and responsibility. The following factors will be taken into account to determine price, responsiveness, capability and responsibility:

1. Demonstrated ability of the firm to provide the required services.
2. Contractors' understanding of the needs and objectives of the County.
3. The qualifications of the vendor and our perception of the ability of the vendor to meet the terms of the RFP.
4. Reference and other pertinent checks.
5. Financial terms of proposal.
6. Fiscal soundness of firm.
7. Completeness and professionalism of submission.
8. Submissions which are deemed incomplete may be eliminated as not being responsive.
9. Responsiveness means a Contractor who has submitted a proposal that conforms to the solicitation documents in all material aspects.
10. A 'Responsible Contractor' shall mean a Contractor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.
11. An evaluation of technical skills, project management skills, and the skills of the resources to be assigned to the County.

Thus the result will not be determined based solely on price. Although price is a key factor, the County will consider awarding the contract to the Contractor that meets the best interest of the County as interpreted by the County

The County reserves the right to modify the scope of required services based on pricing of proposals, available budget, and priority of requested services. The final determination will be incorporated in the final agreement for services (contract).

VII. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

- Proposal to include all items indicated in Section III, Proposal Document Instructions.
- Detailed Cost Estimate that includes all items indicated in Exhibit D or Exhibit D itself.
- Attached Exhibits A through C (or a reasonable facsimile of each) with original signatures.
- Copy of all licenses, certifications and insurance coverages

VIII. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- a. **Contract Term.** The term of the agreement resulting from this solicitation will be for the period of one (1) year with the option for two (2) – one year extensions at the discretion of the County.
- b. **Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select a Contractor. Once selected, Contractor and County will complete a Professional Services Agreement. Actual work and work schedule will be initiated by "Work Order" as a need is identified.

- c. **Contract Form.** The County would expect to enter into a Professional Services Agreement (contract) with the awardee. The final contract will incorporate the appropriate terms and conditions from this solicitation.
- d. **References.** Proposal must include a Statement of Experience and three (3) references including contact information from projects similar to ours which we may contact as references.
- e. **Questions.** All questions should be submitted to the contact in Section VIII (below) and should be submitted in writing prior to Tuesday, April 22, 2014.
- f. **Amendments and Addenda.** It is the responsibility of the Contractor to ensure their proposal includes any addenda or notices posted to the following website. This website contains the most up to date information.
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>
- g. **Submittal Instructions.** Before submitting a proposal, Contractor shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. TWO proposals must be submitted in a sealed envelope, clearly marked "**Tree Care Services**" to:

Yuba County Department of Administrative Services
Attn: Purchasing and Contracts
Suite 119
915 Eighth Street
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

- h. **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than **Monday, April 28, 2014 at 5:00 pm PDT**. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date. Please provide two hard copies of your proposal.
- i. **Equal Employment Opportunity (EEO) Clause.** Contractor must agree to comply with the Executive Order 11246 of September 24, 1965 ensuring compliance with the Federal Equal Employment Opportunity rules, regulations, and orders by the Secretary of Labor and all pertinent and related requirements.
- j. **Proposal Validity.** Proposals must be valid for a period of not less than ninety days (90) after the solicitation closing date.
- k. **Contact Information.** Andrea Armstrong, Purchasing and Contracts Administrator for Administrative Services, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service by the date and time listed above in item 'e' or indicated on any posted addendum. Responses will be returned in writing and/or posting online and only those answers in

writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted on the County web site and shared with all participants, applicants and Contractors. Andrea's contact information is: email aarmstrong@co.yuba.ca.us, fax 530-749-7884, direct line phone number is 530-749-7882. **Questions posed to any other member of County Staff may result in disqualification.**

EXHIBIT A – BIDDERS STATEMENT

By submitting a bid, the bidder acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the bidder to acquaint him or herself with available information will not relieve them from the responsibility of estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our proposal. RFPs that do not acknowledge addendums may be rejected.

Addendum#	Initials

Complete Legal Name of Company

Business Address

Phone Number

City, State, Zip

Printed Name Of Authorized Agent (Title)

Signature of Authorized Agent

Date

Federal Identification Number

Duns Number

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT B – LIST OF SUBCONTRACTORS

Mark one of the boxes below:

BIDDER does not propose to subcontract the work.

BIDDER proposes to subcontract certain portions of the work to the individuals / firms listed below:

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name of Individual / Firm Submitting Bid: _____

Signature of Bidder: _____

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT C - LIST OF REFERENCES

The following are the names, addresses, and telephone numbers of three (3) references for which BIDDER has performed similar work within the past three years. Public Agencies are preferred.

1. _____
Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

_____	_____	_____
Contract Amount	Type of Work	Date Completed

2. _____
Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

_____	_____	_____
Contract Amount	Type of Work	Date Completed

3. _____
Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

_____	_____	_____
Contract Amount	Type of Work	Date Completed

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT D – PRICE PROPOSAL

Type of Service	Pricing
Hourly rate for deciduous trees	
Hourly rate for evergreen trees	
Hourly rate for palm trees	
Or, flat rate per palm tree	
Annual / periodic fertilization	
Stump removal (per diameter inch or propose alternative)	
Tree planting (per diameter inch or propose alternative)	
After hours rate (scheduled work outside normal business hours)	
Emergency call in rate (less than 24 hours notice)	
Mark-up on acquired materials (i.e., replacement trees, or other special request)	
Alternate: Tree Maintenance Plan	

1. Please define your guaranteed response time(s):

2. Please list any exceptions or assumptions in your pricing in the space below:

3. Details on the Tree Maintenance Plan. Include additional information with your Proposal Document submission as indicated in Section II.

EXHIBIT E – COUNTY LOCATIONS

These are the County locations where work will take place and an estimation of the trees on each property. There may be additional locations added over the course of this agreement.

County Government Center - 22 young trees, mostly crepes, needing limited maintenance at this time	915 - 8 th St, Marysville	84,362 SF - single story
Courthouse - 5 elms, 3 palms, 19 young liquid amber, 1 shaggy tree corner 5th and B (unknown type).	215 - 5 th St., Marysville	185,815 SF - three stories
Health & Human Services - 70+ young oaks and other trees	5730 Packard Avenue, Olivehurst	103,548 SF – single story
North Annex facility - 8 large ‘heritage’ elms and 5 palms	935 - 14 th St., Marysville	17,000 SF - single story
Juvenile Hall - Various small trees	1014 - 14 th St., Marysville	48,158 SF – single story
Dan Avenue complex - 5 medium sized trees in middle island of parking lot.	4240 Dan Ave., Olivehurst	19,771 SF – single story
Yuba County Airport - 8 Sawleaf Zelkova (Parking Lot), and 139 Misc trees	Skyway Drive, Olivehurst	1,600 SF office
Yuba County Corporation Yard - No trees	Skyway Drive, Olivehurst	5,000 SF – single story
Yuba County Library - 12 Chinese elms, 27 other assorted trees	303 Second St, Marysville	22,717 SF – single story
Animal Care Services - No trees	5245 Feather River Blvd., Olivehurst	7,250 SF – Bldg and kennels
Day Reporting Center - No trees	8 - 7 th St., Marysville	3,360 SF – modular construction
Sheriff Department * - Approx 38 small assorted trees	720 Yuba St., Marysville	56,443 SF – two stories

(* under construction – estimated completion 2015)

EXHIBIT G – SAMPLE WORK ORDER

Vendor Letterhead

Work Order/Quote#:

Date of Work Order/Quote:

Address/JobSite:

Vendor Name:

Job Name:

Vendor Contact:

County Contact:

Completion Timeframe:

Job Description/Detailed Scope of Work

- .
- .
- .
- .

Service & Labor Costs:

Number of Hours and Rate per Hour:

Parts and Materials Costs:

Qty and Unit Price:

Vendor Signature

Date

Yuba County Signature

Date

EXHIBIT F - SAMPLE PROFESSIONAL SERVICES AGREEMENT

See Attached 17 Page Sample Agreement

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for Services to be performed ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Contractor Name
"CONTRACTOR"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date:

Termination Date:

After this period, the term of this Agreement shall be extended for two, one-year periods at the option of the County.

Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal agreement for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

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 Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Doug McCoy is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Contractors Proposal

9. TERMINATION. COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2014.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"

Doug McCoy,
Purchasing Agent

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

for Angil Morris-Jones,
County Counsel

COUNTY OF YUBA

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1.

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY. CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed the rates listed in Table 1. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed (\$\$\$) without a formal written amendment to this Agreement approved by the COUNTY.

Table 1

B.2 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

COUNTY OF YUBA

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONTRACTOR at contracted rates.

C.2 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS AND REPORTING. CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions. In conjunction with records retention and access, CONSULTANT will provide any reporting information necessary to meet federal reporting requirements.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.6 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.7 CONTRACTOR agrees to accept the sole responsibility for complying at all times with local, COUNTY, State or other legal requirements including but not limited to full compliance with the terms of the applicable OSHA and CAL/OSHA Safety Orders, State traffic regulations for lane closures, so as to protect all persons including employees from foreseeable injury, or damage to property. CONTRACTOR shall be responsible for aerial line clearance and make arrangements as needed.

C.8 It shall be the CONTRACTOR's responsibility to supply all safety equipment and to educate their employees in the rules of safety. CONTRACTOR shall have fully trained and competent employees who can use power equipment safely and prune trees in accordance with ISA standards.

C.9 CONTRACTOR shall be aware of and shall comply with ordinances governing tree maintenance work as applicable to locations being maintained.

C.10 It shall be the CONTRACTOR's responsibility to inspect and identify any conditions that render any portion of the maintenance area unsafe, as well as any unsafe practices occurring thereon. The COUNTY shall be notified immediately of any unsafe condition that requires correction. CONTRACTOR shall cooperate fully with COUNTY in the investigation of any accidental injury or death occurring in the maintenance area, including a complete written report thereof to the Inspector within five (5) days following the occurrence.

A.10.1 CONTRACTOR shall be responsible for all claims for damage due to CONTRACTOR's operations. Any sprinkler system repairs shall be made within 48 hours from the time they are damaged.

C.11 CONTRACTOR shall be responsible for the safety of traffic within the project limits and on the approaches to the project. Should street closures be necessary during the term of this agreement, CONTRACTOR will obtain the necessary permits and equipment at no additional charge to the COUNTY. Lane closure shall not be allowed without the proper use of advance warning devices.

C.12 CERTIFICATIONS AND LICENSING. CONTRACTOR shall be a qualified California licensed tree care professional. No unqualified personnel will be permitted to work on-site. CONTRACTOR must obtain and maintain all licenses and permits required to perform the scope of this project at no additional cost to the COUNTY.

C.13 OSHA AND CALOSHA COMPLIANCE. All work performed shall be in compliance with appropriate CalOSHA and OSHA standards, as well as all Federal, State, County, and local ordinances and regulations.

COUNTY OF YUBA
ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the 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 or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. 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 and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; 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 Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the 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 the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically 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.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 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, estates or firms represented or purported to be represented by such entity(s), person(s), estate(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. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement. CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

CONTRACTOR INFORMATION

COUNTY OF YUBA

ATTACHMENT E

INSURANCE PROVISIONS

E. 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 the CONTRACTOR, its agents, representatives, or employees.

E.1. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.1.2. 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.

E.1.3. 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.
(Not required if CONTRACTOR provides written verification it has no employees)

E.1.4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

E.2 OTHER INSURANCE PROVISIONS The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.2.1. ADDITIONAL INSURED STATUS COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of 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 the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.2.2. PRIMARY COVERAGE For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.2.3. NOTICE OF CANCELLATION Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.3. WAIVER OF SUBROGATION CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of 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 effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.4. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.5. ACCEPTABILITY OF INSURERS Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.6. CLAIMS MADE POLICIES If any of the required policies provide coverage on a claims-made basis:

E.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.6.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.6.3. If 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.

E.7. VERIFICATION OF COVERAGE CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language

effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain 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.

E.8. SUBCONTRACTORS CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.9. 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.