

REQUEST FOR PROPOSALS



FOR

HAZARD TREE REMOVAL SERVICES

FOR

**TWAIN HARTE
COMMUNITY SERVICES DISTRICT**

Bid Submission Deadline:
3:00 p.m. – October 29, 2018

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1.0 NOTICE OF REQUEST FOR PROPOSALS

Twain Harte Community Services District (District) is soliciting proposals from qualified, experienced C-61/D-49 Tree Service Contractors (Proposer) to provide specialized services to remove hazard trees located near at-risk District water and sewer facilities. The services requested will include all operations related to the safe, legal, efficient removal and distribution of dead and dying trees and processing of related slash.

The complete Request for Proposals (RFP) and associated attachments is available on the District's website at <https://www.twainhartecsd.com/bidding>. Any changes, additions, or deletions to this RFP will be in the form of written addenda posted on the website. Proposers must check the website for addenda or other relevant new information during the response period. The District is not responsible for the failure of any proposer to receive such addenda.

Proposals must be submitted no later than 3:00 p.m. on Monday, October 29, 2018. Proposals must be submitted by one of the following methods:

1. By mail to: Twain Harte CSD, P.O. Box 649, Twain Harte, CA 95383; or
2. In person at: Twain Harte CSD, 22933 Twain Harte Drive, Twain Harte, CA 95383.
3. By email to: ttrott@twainhartecsd.com

Proposers are not required to be registered with the Department of Industrial Relations and payment of prevailing wages is not required.

2.0 GENERAL INFORMATION

2.1 Purpose

The purpose of this project is to protect the District's at-risk water and sewer infrastructure by safely removing dead and dying hazard trees that have resulted from severe drought and bark beetle infestation within the District's boundaries.

2.2 Background

The District provides water, sewer, park and recreation and fire protection services to the community of Twain Harte (2,500+ population) in Tuolumne County. At approximately 3,800 feet in elevation, the District covers approximately three square miles that sit entirely within a conifer forest in the Sierra Nevada Mountains. A large portion of the District's service area consists of tightly spaced residences on small lots.

Due to excessive drought and bark beetle infestation, thousands of trees within the District have died and continue to die. Most of these trees are Ponderosa Pine Trees over 100 feet tall. If not removed soon, many of the dead and dying trees in the District will damage water and sewer infrastructure when they weaken and fall. If District water tanks and water treatment facilities are damaged, most, if not all, of the community would be without water for drinking and fire protection for an extended period of time. Additionally, many of the District's water and sewer lines run

through easements in backyards near large conifer trees. A dead tree falling on or uprooting near these lines would put entire subdivisions out of water or would cause severe sewage spills. It is critical to public safety that these trees be removed as soon as possible.

On October 30, 2015, California Governor Jerry Brown declared a state of emergency and called for immediate action to address the removal of drought- and beetle-related dead and dying trees (Hazard Trees), particularly for trees that present risks to life, safety and threaten vital utilities. In December 2015, as tree mortality became more pervasive in Twain Harte, the District declared its own local state of emergency due to tree mortality. The District also developed a Tree Mortality Hazard Tree Removal Plan. The California Office of Emergency Services (Cal OES) approved the plan and granted the District California Disaster Assistance Act (CDAA) funding to help cover the cost of removing Hazard Trees.

Hazard Trees are only eligible for CDAA funding if they have first been assessed by an International Society of Arboriculture (ISA) Certified Arborist or a Registered Professional Forester (RPF) and identified as dead or dying due to drought related conditions (including bark beetle infestation). The District's RPF firm, California Reforestation, has already performed tree assessment for this project and will continue to provide oversight of tree removal services.

3.0 BID REQUIREMENTS

3.1 Pre-Proposal Site Inspection

There will be no mandatory pre-bid meeting; however, prospective proposers will be responsible for inspecting the project sites and trees so that they are fully satisfied that they understand the work involved in the project. Prospective proposers may view hazard trees from the public right-of-way on their own. If proposers wish to enter onto private property to inspect the work sites, they may request an appointment to inspect private property by emailing Tom Trott at ttrott@twainhartecsd.com no later than 4:00 p.m. on October 24, 2018.

3.2 Proposal Submittal

Proposals must be submitted no later than 3:00 p.m. on Monday, October 29, 2018. Proposals received after this time will not be accepted, regardless of postmark. The District's time stamp or email time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

Proposals must be submitted in a sealed envelope by one of the following methods:

1. By mail to: Twain Harte CSD, P.O. Box 649, Twain Harte, CA 95383; or
2. In person at: Twain Harte CSD, 22933 Twain Harte Drive, Twain Harte, CA 95383.
3. By email to: ttrott@twainhartecsd.com

At a minimum, proposals shall consist of a completed Proposal Form, provided in Attachment A. Failure to complete any portion of the required Proposal Form or to specify any information required in this RFP may be grounds for rejection.

3.3 Questions

All questions pertaining to the content of this RFP must be made in writing via e-mail to ttrott@twainhartecsd.com before noon on Wednesday, October 24, 2018.

Questions and responses will be posted on the District's website located at: <https://www.twainhartecsd.com/bidding>. The District reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

3.4 Proposal Evaluation

The contract may not be awarded to the lowest responsible proposer. Although cost will be a major factor in the selection of a contractor, the experience, skill and ability of the entity performing the tree removal services are also key components in selection. The District will select a contractor based on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of tree removal services required. Cost will only be one factor in determining selection.

Evaluation of proposals will be based on all of the following factors:

- Cost of performing all services described in the scope of work.
- Ability to complete the services within the stated schedule.
- Size of labor force allocated to the project.
- Demonstrated experience, reliability and qualifications in completing projects of similar type, size and technical nature.
- Possession of or access to specialized tree removal equipment and experience operating such equipment.
- Possession of required licenses and ability to meet insurance requirements.

3.5 Conditions of Proposal Acceptance

This RFP does not commit the District to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to contract for any services. The District reserves the right to waive any irregularities or informalities contained within this RFP, reject any or all proposals received as a result of this request, negotiate with any qualified source, or to cancel the RFP in part or whole. All proposals submitted will become the property of the District and will not be deemed confidential or proprietary.

The District reserves the right to award in whole or in part, by item or group of items, by section or geographic area, when such action serves the best interest of the District. The District and contractor may agree to add additional areas to the contract by mutual agreement at a later date.

3.6 Proposal Schedule

Selection Process Actions	Target Date
Proposal Submission Deadline	October 29, 2018
Proposal Review	October 29 - 31, 2018
Contract Award	October 31, 2018
Contract Finalized	November 7, 2018

4.0 QUALIFICATIONS, EQUIPMENT & EXPERIENCE

4.1 General

Since tree falling work is in close proximity to critical infrastructure and homes and the trees are hazard trees, the work puts the proposer's workers, the public and public infrastructure at risk. For this reason, it is critical that tree removal services be performed by qualified, experienced tree contractors with appropriate equipment to safely perform tree removal operations. Proposers must demonstrate on the Proposal Form (Attachment A) that they meet the minimum qualifications, experience and equipment requirements specified herein. **Proposals that fail to demonstrate the required qualifications, experience and equipment requirements may be deemed non-responsive and not considered.**

Proposers who do not meet the minimum requirements may make their case to the District in their proposal that they still possess sufficient qualifications, experience and equipment to safely perform work; however, the District is not required to consider any such proposal.

Proposers may choose to meet some of the qualifications, experience and equipment requirements with subcontractors. If subcontractors are proposed, proposer must clearly identify the subcontractors and their related qualifications, equipment and experience.

4.2 Qualifications Requirements

Proposers must demonstrate on the Proposal Form (Attachment A) that they meet the following minimum qualifications:

- Must possess a California C-61/D-49 Tree Service Contractor license.
- Must carry insurance policy with limits meeting the requirements specified herein.
- Must have a tree falling safety program and conduct regular safety training.
- Must be familiar with following the standards in the California Forest Practice Rules.
- Must have a workforce capable of completing volume of work in an expedient manner.

In addition to the minimum qualifications, the following additional qualifications are preferred:

- Be a Licensed Timber Operator.
- Possess a Pro Logger certification by the Associated California Loggers (ACL).

4.3 Experience Requirements

Proposers must demonstrate on the Proposal Form (Attachment A) that they meet the following minimum experience requirements:

- Must have at least 5 years of experience in tree removal.
- Must have at least one employed climber with 5 or more years of tree climbing experience and related safety training.
- At a minimum, in the past 5 years, proposers must have:
 - Completed 3 tree removal projects of at least 25 trees.
 - Completed 3 separate projects requiring crane removal of multiple trees.
 - Removed at least 50 trees with a bucket truck or similar piece of equipment.
 - Performed accurate directional tree falling near buildings and other infrastructure.
 - Performed tree removal work in a residential area.
 - Performed projects requiring traffic control (i.e. lane closures, flagging, road closures, etc.).

In addition to the minimum experience, the following additional experience is preferred:

- Completed tree removal projects of more than 50 trees.
- Removed at least 25 trees by crane.

4.4 Equipment Requirements

Proposers must demonstrate on the Proposal Form (Attachment A) that they own or have access to the necessary equipment to perform work:

- Bucket truck with capacity to handle trees similar to those presented in this RFP.
- Crane with capacity to remove the largest trees presented in this RFP.
- Equipment capable of meeting the District’s slash treatment requirements.
- Equipment capable of moving, loading and transporting logs.

5.0 PROJECT WORK SUMMARY AND REQUIREMENTS

5.1 Project Area

The District’s Hazard Tree Removal Project area consists of the District service boundary. Figure 1 depicts the project area and location of hazard trees.

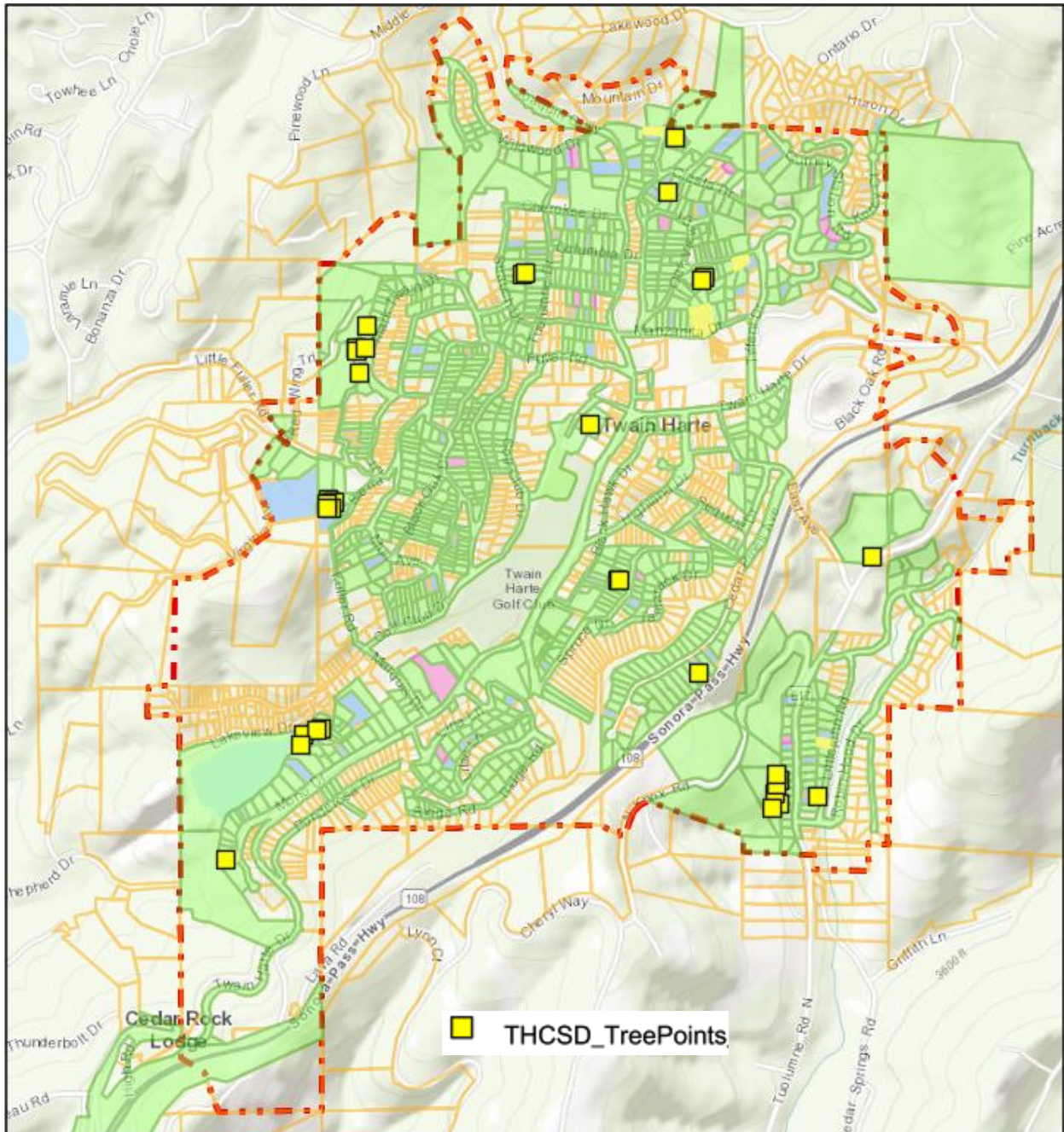


Figure 1 – Hazard Tree Removal Project Area

Specific hazard tree project information is contained in Attachment B, which includes a map of the trees and parcels. Electronic copies of the maps are located on the District website so that proposers can zoom in to see details - <https://www.twainhartecsd.com/bidding>.

Attachment B also provides a list of tree information for all trees that have been identified for removal by the District’s RPF. The District’s RPF will re-inspect the entire District prior to tree removal operations and may add trees for removal if more have died since the time of the original inspection in September 2018. Some trees may also have been taken out by property owners or

PG&E since original marking and will no longer need to be removed as part of this project. Proposers shall base their proposals on the trees identified herein and proposals may be adjusted to account for added or deducted trees on an as needed basis after award of the contract.

Please note that, due to mapping technology, locations of trees and parcel lines are approximate in the attached maps. Addresses listed for each tree may also vary slightly.

The following number of trees have been identified for removal:

Number of Trees (by Diameter)				Total Trees
10"-24" DBH	25"-36" DBH	37"-48" DBH	49"-52" DBH	
19	9	4	3	35

5.2 Work Summary

The successful proposer(s) (Contractor) shall furnish all labor, equipment, supervision, transportation, supplies and incidentals to perform all work/services necessary to remove trees as specified within this RFP. All work shall be completed following best management practices and CEQA guidelines, as detailed in the California Forest Practice Rules. The District will be responsible for flagging areas to protect or avoid per CEQA guidelines. Work includes, but is not necessarily limited to the following items:

5.2.1 Mobilization & Demobilization

Contractor shall safely undertake all activities related to mobilization of equipment to and from each site, equipment storage areas and the Contractor's yard. Work shall include all necessary traffic control to safely load or offload equipment in public road right of way, including protection of existing facilities, structures, roads, driveways and other property and avoiding any related damage. Contractor's equipment may be stored on District property on Meadow Drive or at other District-approved locations.

5.2.2 Equipment

Contractor shall furnish all necessary equipment to perform the work. Equipment must be of modern design, in good operating condition and must be operated by competent, fully qualified operators. Contractor is responsible for all fuel, lubrication, repair and replacement of equipment. All chainsaws and other motorized equipment shall be equipped with Forest Service approved spark arrestors and meet California Division of Industrial Safety specifications. The following are minimum equipment requirements:

- Must be in good running condition with no fluid leaks or overheating problems.
- Must be equipped with tools and supplies necessary for making emergency and routine repairs and servicing.
- Canopy approved by the State of California, Division of Industrial Safety
- Machines shall have limited compaction impacts. Ground pressure shall not exceed a maximum of 9 psi.

- Portable diesel engines shall be compliant with California Air Resources Board's (CARB) portable diesel engine Airborne Toxic Control Measure (ATCM) and registered under CARB's Statewide Portable Equipment Registration Program (PERP) – <https://www.arb.ca.gov/portable/portable.htm>. If portable diesel engines are non-compliant with this ATCM, they may be operated under California's Tree Mortality Emergency Disaster Declaration, but only if PERP's notification of operation in an emergency event Form 40 is filed with CARB. Form 40 can be downloaded at: <https://www.arb.ca.gov/portable/perp/records.htm>.

5.2.3 Site Preparation

Contractor shall undertake any necessary site preparation to access trees for removal. This may include, but is not limited to, construction of access roads, haul routes, preparation of locations for crane setup and stacking and loading haul trucks, etc. Work also includes implementation of measures to protect the District's infrastructure and to protect or temporarily move improvements such as fences, land owner belongings, structures and other items that may be damaged due to accessing, falling, handling and transporting trees.

All efforts shall be made to limit impact to property and shall comply with the following:

- Heavy equipment operations shall not be conducted on slopes greater than 50%.
- Tractor roads shall not be constructed on slopes greater than 40% and shall not exceed 600 feet in length.
- Heavy equipment operations shall not be conducted on unstable areas.
- Archaeological or historical areas marked by the District shall not be disturbed.

5.2.4 Hazard Tree Felling

Contractor shall perform all work to safely fell trees identified by the District for removal. The Contractor shall take all actions necessary to avoid damages caused by felling operations and must protect the District's water and sewer infrastructure, structures, roads/driveways, landowner belongings and other private property. Wherever possible, the Contractor shall avoid damaging or removing live trees that are not marked for removal. All work must be completed in a safe manner that prioritizes safety of the public, District and Contractor.

Hazard trees identified by the District for removal are marked with an orange "bullseye" and a unique tree identification number that corresponds to the numbers shown on the project maps and tree lists in Attachment B.

Trees may be removed by conventional felling methods (hand felling), by climber, by bucket truck or by crane operations. All other methods shall first be approved by the District. Tree removal methods chosen by the Contractor must both ensure safety of workers and public and maximize cost effectiveness.

Contractor shall limb all felled trees. Stumps shall be cut as close to the ground as is practical while avoiding damage to Contractor's equipment.

5.2.5 Log Removal

Contractor shall tractor, yard and haul away all log segments (6" diameter or greater) resulting from project felling operations. Log segments may be any length, although longer lengths are preferred. Contractor shall transport all log segments to:

Plainview Slash Site

Plainview Road, Twain Harte, CA

(Off of Highway 108, Across from Twain Harte Drive - west entrance into Twain Harte)

Hours: 8:00 a.m. to 4:00 p.m., Thursday through Monday

Site Contact: Dave Wise (209) 743-3317

The Plainview Slash Site does not pay or charge the Contractor for receipt of log segments.

If removal of log segments is unfeasible due to access restrictions or for other District-approved reasons, the Contractor shall work with the District to identify an alternative method of appropriately treating log segments. The Contractor may also work with the property owner if they should choose to keep the wood for their personal use.

5.2.6 Slash Treatment

Contractor shall treat all slash resulting from project felling operations by chipping and spreading it on site for erosion control and site restoration. Mastication is also an acceptable method of slash treatment. The Contractor may also choose to haul slash to:

Plainview Slash Site

Plainview Road, Twain Harte, CA

(Off of Highway 108, Across from Twain Harte Drive - west entrance into Twain Harte)

Hours: 8:00 a.m. to 4:00 p.m., Thursday through Monday

Site Contact: Dave Wise (209) 743-3317

If slash is chipped without large chunks, the Plainview Slash Site will not charge the Contractor. If slash is not chipped, the Plainview Slash Site charges \$8.00 per cubic yard.

If it is unfeasible to treat slash as described above due to access restrictions or other District-approved reasons, the Contractor shall work with the District to identify an alternative method of appropriately treating slash.

5.2.7 Site Restoration

Contractor shall make every reasonable effort to restore disturbed sites to their original condition. All temporary access routes or significantly disturbed areas shall be graded to blend back with natural original terrain. Erosion control measures shall be applied to blend with surroundings consistent with standard timber removal practices. Wood chips may be used as suitable erosion control. Contractor shall ensure that treated slash does not cover

any at-grade District facilities (i.e. water meters and sewer manholes) and shall make reasonable efforts to clear drainage culverts and structures of treated slash.

Contractor shall restore, replace or re-install any fences, private belongings, structures, etc. that have been temporarily moved or damaged during Contractor's operations.

5.2.8 Traffic Control

Contractor shall be responsible for providing all necessary traffic control to ensure the safety of property owners, motorists and the public. Contractor must be knowledgeable and capable of providing traffic control systems and measures that meet the requirements of local ordinances, codes and regulations.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders. Vehicular access to individual properties shall not be restricted during evening hours and Contractor shall provide access to residents during construction operations, so long as it is safe. Contractor shall be responsible for maintaining safe emergency exiting for Contractor, District and property owners at work site(s).

The Contractor must inform the County and the emergency dispatcher of all road closures prior to closure.

5.2.9 Property Use and Access

The District has obtained right-of-entry agreements from property owners for the purposes of this project. The project map (Attachments B) displays properties that have completed right-of-entry agreements in green. Properties shaded blue, white or pink have not completed a right-of-entry agreement and no operations may be performed on those properties. **The Contractor shall only perform work on property that has completed a right-of-entry agreement.** This includes, but is not limited to, accessing and felling hazard trees.

5.2.10 Communication & Coordination

The Contractor shall personally supervise project work or shall designate in writing to the District the name of its representative(s) who shall be present at the site of work. The authorized representative shall have full authority to direct the work. The Contractor, or designated representative, shall be responsible for coordinating access and performance of work with property owners, other tree contractors working in the area (if any), the District and any other involved agencies.

5.2.11 Safety

Safety of Contractor and public is of the utmost importance. Contractor shall make every effort to maintain a safe work site both when working on site and when not on site. Contractor shall adhere to and maintain compliance with OSHA safety requirements, including but not limited to: Illness and Injury Prevention Plan, crew safety training, personal protective

equipment and tailgate meetings. Contractor will maintain fire tools at the project site that meet Cal Fire standards, per Title 14, California Code of Regulations 4428, items (a) and (b).

5.2.12 Damages

Contractor shall be responsible for all damages resulting from Contractor's work. This includes, but is not limited to, damages to District water and sewer infrastructure, roads, driveways, structures, fences, and property owner belongings. Contractor shall bear the costs of repairing, replacing or restoring all facilities or items that are damaged as a result of the Contractor's work.

5.3 Proposal Price

5.3.1 Basis of Pricing

Proposers shall base their proposal price on the removal of all of the trees listed in Attachment B. Proposers shall note that the quantities are estimates for the purposes of this proposal and are subject to change due to increased tree mortality, other tree removal operations and other unanticipated circumstances. Proposers shall also note that quantities for each type of tree felling method are based on the District RPF's initial assessment of identified trees, as set forth in the tree list in Attachment B. The proposer will determine the actual method of felling. If hazard trees are added to or deleted from the scope of work in the RFP, the price of such additions/deletions will be negotiated. Proposers shall provide a starting negotiation price in the Proposal Form (Attachment A) per tree based on diameter and method of tree felling. All such additions/deletions shall only be by a written Amendment to the Agreement.

5.3.2 Payment

Contractor may submit monthly invoices for progress payments and will be paid within 30 days of receipt of an approved invoice. Monthly progress invoices must be accompanied by a schedule of values that clearly identifies the number of marked trees felled, treated and removed (with a list of tree numbers) to determine the percentage of lump sum proposal price completed. District will verify work completed prior to payment.

5.4 Contract Time

In order to mitigate risk to public safety, trees must be removed as soon as possible. **Project work must be complete by December 21, 2018.** Inclement weather may delay work being completed as scheduled. Any days in which weather prohibits the safe project operations shall be agreed upon by the Contractor and the District.

6.0 OTHER REQUIREMENTS

6.1 Services Agreement

Once the District issues a Notice of Award, the Contractor will be required to execute the District's Services Agreement (Attachment C) within five (5) working days. Once the Agreement is executed and delivered to the District, the Contractor must start work within ten (10) calendar days.

If a proposer fails to execute the District's Agreement and furnish the required certificates of insurance within the time specified, the District, at its option, may determine that the proposer has abandoned the Agreement and may determine that the proposer's proposal and the Notice of Award is null and void.

6.2 Insurance and Indemnification

The Contractor is required to indemnify the District and provide certificates of insurance that satisfy the limits **(\$2,000,000 general liability and \$1,000,000 worker's compensation)** and requirements set forth in the District's Services Agreement (Attachment C). Contractor shall provide insurance certificates to the District at the time of delivery of the executed Agreement. Insurance shall be maintained at Contractor's cost and expense during the life of the Agreement.

6.3 Non-Discrimination

District will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability. In addition, District requires that any Contractor hired by District to perform any work activity does not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability.

Attachment A: PROPOSAL FORM

PROPOSAL FORM
Twain Harte Community Services District
Hazard Tree Removal

Name of Proposer: _____
 Corporation Partnership Individual

Contact Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

C-61/D-49 Tree Service License No. _____

License Expiration Date: _____

ADDENDA ACKNOWLEDGEMENT

The undersigned proposer acknowledges receipt, understanding, and full consideration of the following Addenda:

ADDENDA NO(S). _____
(Indicate none if no Addenda issued)

PROPOSAL PRICE

This proposal price is for the entire work required for providing all labor, equipment, tools, materials and incidentals affiliated with the removal of hazard trees threatening the District's water and sewer at-risk infrastructure as described in the Request for Proposals – Twain Harte Community Services District Hazard Tree Removal Project, issued October 12, 2018.

The undersigned proposer declares that the only person or parties interested in this proposal as principals, are those named herein; this proposal is made without collusion with any other person, firm, or corporation; it has carefully examined the locations of the proposed work and the proposed form of Agreement, and, it proposes and agrees that, if this proposal is accepted, it will contract with the Twain Harte Community Services District, in the form of the copy of the Agreement attached hereto, to provide all necessary labor, equipment, tools, materials (except as otherwise specified in the Agreement), and incidentals necessary to accomplish the services specified in the RFP in the manner and time therein prescribed and according to the requirements of the District and that it will take in full payment therefore the following item prices, to wit.

Price Proposal

Number of Trees (by Diameter)				Total Trees
10"-24" DBH	25"-36" DBH	37"-48" DBH	49"-52" DBH	
19	9	4	3	35

TOTAL LUMP SUM PROPOSAL PRICE \$ _____

PRICE FOR ADDITION / DELETION OF TREES

Proposal price adjustments for any hazard trees that are added to or deleted from the scope of work after a contract is awarded will be negotiated and not finalized unless agreed to in writing. The starting negotiation price for all such added or deleted trees shall be as set forth by the proposer below, based on tree diameter size (DBH) and type of felling required. Prices should closely reflect the proposal price(s) provided above. Proposer and District agree that proposal price adjustments for added/deleted hazard trees will be at the prices set forth below unless reasonably unique circumstances exist.

The prices set forth below include all work required to provide all labor, equipment, tools, materials and incidentals affiliated with the complete removal of each hazard tree as specified in this RFP.

Type of Tree Felling	Tree Removal Price Per Tree			
	10"-24" DBH	25"-36" DBH	37"-48" DBH	> 48" DBH
Directional Felling by Hand	\$ _____	\$ _____	\$ _____	\$ _____
Piece Felling by Climber/Bucket Truck	\$ _____	\$ _____	\$ _____	\$ _____
Crane Felling	\$ _____	\$ _____	\$ _____	\$ _____

QUALIFICATIONS, EXPERIENCE & EQUIPMENT

The undersigned proposer certifies that all statements and information set forth below are true and accurate. **If more space is needed, please attach separate sheets.** FAILURE TO PROVIDE COMPLETE INFORMATION ON THIS FORM MAY CAUSE PROPOSER'S PROPOSAL TO BE REJECTED AS NONRESPONSIVE.

Qualifications Statements

Proposer certifies the following by answering yes or no beside each statement:

- YES NO Possesses a California C-61/D-49 Tree Service Contractor license.
- YES NO Possesses or will obtain insurance as required in this RFP.

In addition to the minimum qualifications, answer the following regarding desired qualifications:

- YES NO Possesses a Licensed Timber Operator license. If yes, License # _____
- YES NO Possess a Pro Logger certification by the Associated California Loggers (ACL).
If yes, attach certification to this Form.

Safety Program

Describe (or attach) tree falling safety program(s) and all regular safety training conducted:

California Forest Practice Rules

Describe familiarity and experience with California Forest Practice Rules Requirements:

Experience Statements

Proposer certifies the following:

- YES NO Proposer has at least 5 years of experience performing tree removal work similar to that requested in the RFP.

Date business or experience began: _____

Project Experience Information

1

Project Name: _____ **Date Completed:** _____

Reference Name/Organization: _____

Contact Phone: _____

Total # of Trees Removed: _____ **Residential Area?** YES NO

of Bucket Truck Trees: _____ **# of Crane Trees:** _____

Project Description (tree type, obstacles, felling methods, slash treatment, log removal):

Traffic Control Description (if any):

2

Project Name: _____ **Date Completed:** _____

Reference Name/Organization: _____

Contact Phone: _____

Total # of Trees Removed: _____ **Residential Area?** YES NO

of Bucket Truck Trees: _____ **# of Crane Trees:** _____

Project Description (tree type, obstacles, felling methods, slash treatment, log removal):

Traffic Control Description (if any):

3

Project Name: _____ **Date Completed:** _____

Reference Name/Organization: _____

Contact Phone: _____

Total # of Trees Removed: _____ **Residential Area?** YES NO

of Bucket Truck Trees: _____ **# of Crane Trees:** _____

Project Description (tree type, obstacles, felling methods, slash treatment, log removal):

Traffic Control Description (if any):

4

Project Name: _____ **Date Completed:** _____

Reference Name/Organization: _____

Contact Phone: _____

Total # of Trees Removed: _____ **Residential Area?** YES NO

of Bucket Truck Trees: _____ **# of Crane Trees:** _____

Project Description (tree type, obstacles, felling methods, slash treatment, log removal):

Traffic Control Description (if any):

5

Project Name: _____ **Date Completed:** _____

Reference Name/Organization: _____

Contact Phone: _____

Total # of Trees Removed: _____ **Residential Area?** YES NO

of Bucket Truck Trees: _____ **# of Crane Trees:** _____

Project Description (tree type, obstacles, felling methods, slash treatment, log removal):

Traffic Control Description (if any):

Equipment Statements

Proposer certifies that it has access to the appropriate equipment, including experienced equipment operators (may be by subcontractor), as stated below:

Bucket Truck
Describe equipment (type, size, number, ownership, operator experience):
Crane
Describe equipment (type, size, number, ownership, operator experience):
Slash Treatment Equipment
Describe equipment (type, size, number, ownership, operator experience):
Log Removal, Loading, Transportation Equipment
Describe equipment (type, size, number, ownership, operator experience):

Subcontractors

If proposer plans to use subcontractors to meet any qualifications, experience or equipment requirements those subcontractors must be listed below along with the requirements they are being used to meet. **If proposer is proposing to use subcontractors to perform work on their behalf, proposer shall demonstrate that subcontractors meet the minimum requirements of this RFP.**

Subcontractor Name	License No.	Used to Meet these Requirements

PROPOSER’S CERTIFICATIONS

The proposer’s execution and endorsement on the signature portion of this Proposal Form shall also constitute an endorsement and execution of the following certifications and declarations which are a part of this document. Proposers must complete all appropriate check boxes and blank lines listed below for their proposal to be deemed complete. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Equal Employment Opportunity Certification

The following certification is required by the Equal Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and shall be submitted by proposers and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The proposer (inclusive all proposed subcontractors) hereby certifies that he

has has not

participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Public Contract Code Section 10285.1 Certification

In conformance with Public Contract Code section 10285.1 (Chapter 376, Stats. 1985), the proposer hereby declares under penalty of perjury that the proposer

has has not

been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “proposer” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Non-Collusion Declaration

The undersigned declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person/entity for such purpose.

PROPOSER:

Name of Company

Printed Name / Title

Authorized Signature

Attachment B: TREE INFORMATION

TREE INFORMATION BY ADDRESS

Tree ID #	Physical Address	Species	DBH (in)	Height (ft)	Cutting Difficulty	Threatens Residence	Notes
3-1	23066 MARK TWAIN DR	3. Incense Cedar	10	30	Normal Fall	No	
3-2	property on Mark Twain Dr	3. Incense Cedar	12	50	Normal Fall	No	
3-3	23002 MARK TWAIN DR	3. Incense Cedar	14	65	Normal Fall	No	
3-4	23032 MARK TWAIN DR	3. Incense Cedar	10	45	Normal Fall	No	
3-5	23032 MARK TWAIN DR	3. Incense Cedar	10	35	Normal Fall	No	
3-6	property on Mark Twain Dr	3. Incense Cedar	12	35	Normal Fall	No	
3-7	22820 SIERRA DR	3. Incense Cedar	28	70	Normal Fall	No	
3-8	22820 SIERRA DR	3. Incense Cedar	34	75	Normal Fall	No	
3-9	22820 SIERRA DR	3. Incense Cedar	46	80	Normal Fall	Yes	
3-10	22812 SIERRA DR	3. Incense Cedar	12	25	Normal Fall	No	
3-11	22820 SIERRA DR	3. Incense Cedar	12	35	Normal Fall	No	
3-12	22812 SIERRA DR	3. Incense Cedar	12	30	Normal Fall	No	
3-14	23333 MOUNTAIN DRIVE	1. Ponderosa Pine	32	120	Crane/Climber	Yes	
3-15	23245 CRESTA DR	3. Incense Cedar	50	75	Crane/Climber	Yes	
3-16	Property on N Tuolumne Rd	1. Ponderosa Pine	12	50	Normal Fall	No	

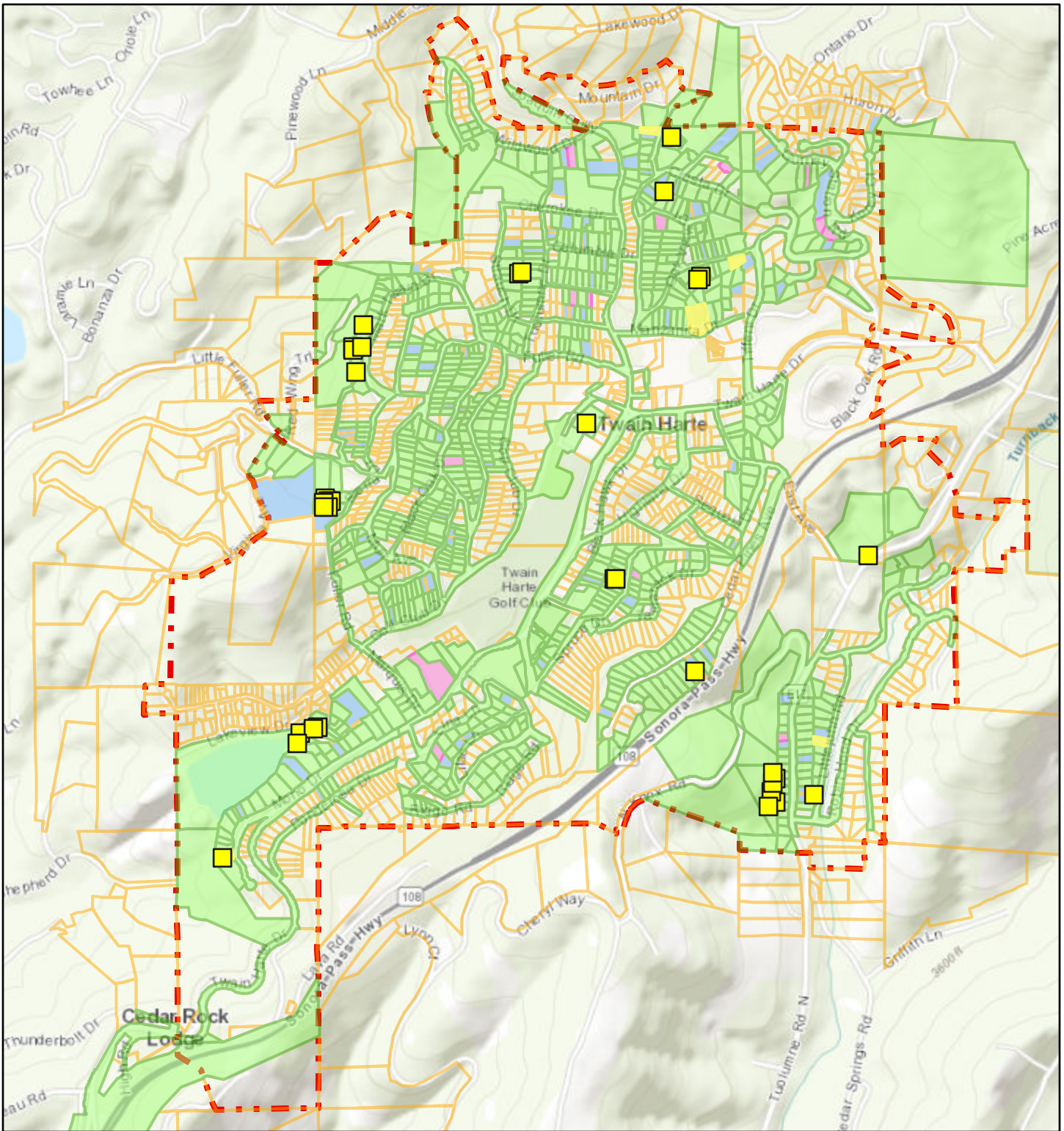
TREE INFORMATION BY ADDRESS

Tree ID #	Physical Address	Species	DBH (in)	Height (ft)	Cutting Difficulty	Threatens Residence	Notes
3-17	property on Knox Rd	1. Ponderosa Pine	15	75	Normal Fall	No	
3-18	property on Knox Rd	3. Incense Cedar	12	45	Normal Fall	No	
3-19	property on Knox Rd	3. Incense Cedar	15	40	Normal Fall	No	
3-20	property on Knox Rd	3. Incense Cedar	17	55	Normal Fall	No	
3-21	property on Knox Rd	1. Ponderosa Pine	28	100	Normal Fall	Yes	
3-22	property on Knox Rd	3. Incense Cedar	28	100	Normal Fall	No	
3-23	22591 CEDAR PINES AVE	3. Incense Cedar	32	85	Normal Fall	No	
3-24	18835 DOGWOOD DR	3. Incense Cedar	26	90	Crane/Climber	Yes	
3-25	18851 DOGWOOD DR	3. Incense Cedar	22	80	Crane/Climber	Yes	
3-26	22712 SPRUCE DR	1. Ponderosa Pine	22	100	Normal Fall	No	Potentially change to 3-13
3-27	22712 SPRUCE DR	1. Ponderosa Pine	14	90	Normal Fall	No	
3-28	22440 LITTLE JOHN RD	1. Ponderosa Pine	28	80	Normal Fall	Yes	
3-29	22945 MEADOW DR	1. Ponderosa Pine	24	100	Normal Fall	No	
3-30	23141 STRAUCH DR	3. Incense Cedar	50	100	Normal Fall	Yes	
3-31	23141 STRAUCH DR	1. Ponderosa Pine	42	125	Normal Fall	Yes	

TREE INFORMATION BY ADDRESS

Tree ID #	Physical Address	Species	DBH (in)	Height (ft)	Cutting Difficulty	Threatens Residence	Notes
3-32	22494 FIRESIDE DR	1. Ponderosa Pine	42	150	Crane/Climber	Yes	
3-33	22486 FIRESIDE DR	1. Ponderosa Pine	35	150	Crane/Climber	Yes	
3-34	22320 MONO DR	1. Ponderosa Pine	37	130	Normal Fall	Yes	
3-35	22486 FIRESIDE DR	1. Ponderosa Pine	24	100	Crane/Climber	No	
3-36	22486 FIRESIDE DR	1. Ponderosa Pine	52	130	Normal Fall	No	Affects lake area

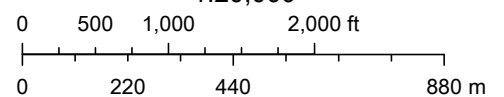
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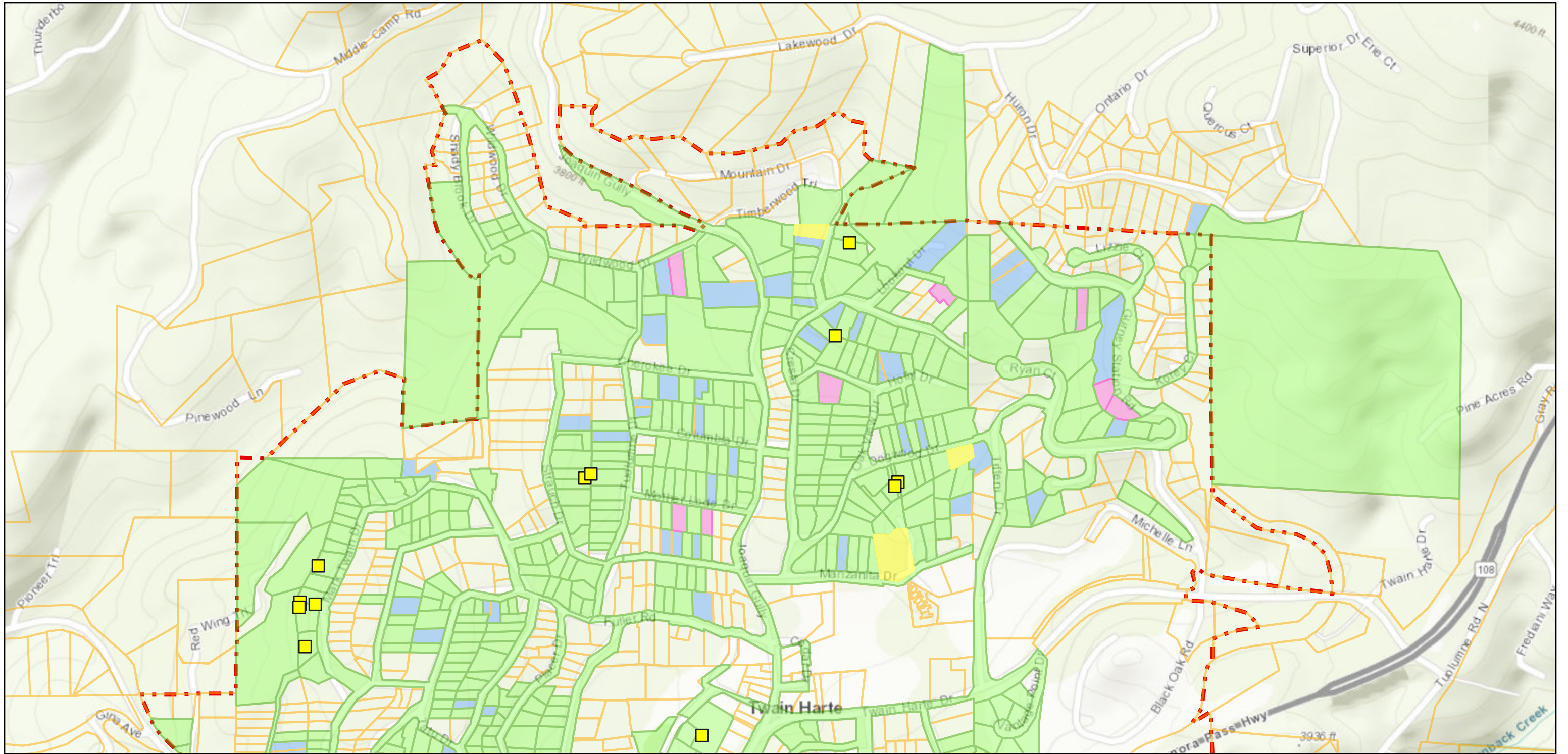
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- THCSD_TreePoints_Round3
- Refused
- Yes
- No Response
- Yes, with Exception
- Not Sent
- THCSD_Boundary_FS



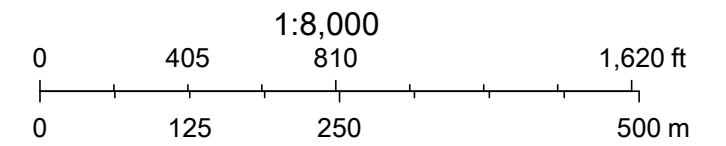
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ArcGIS Web Map



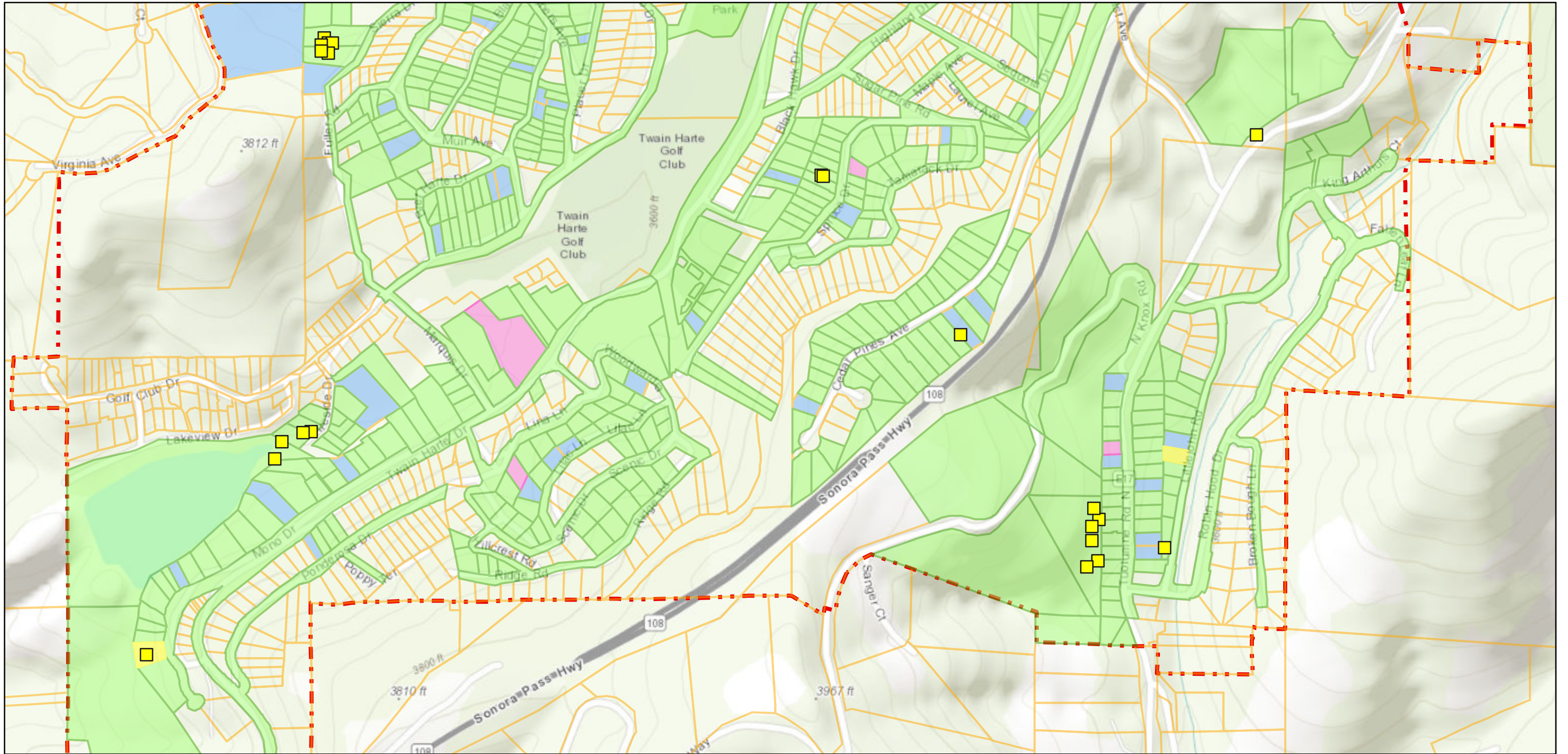
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- Yes, with Exception
- Refused
- THCSD_Boundary_FS
- No Response
- Yes



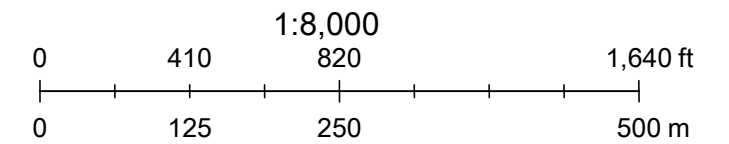
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ArcGIS Web Map



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- THCSD_TreePoints_Round3
- No Response
- Refused
- Yes
- THCSD_Boundary_FS



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User

Attachment C: SAMPLE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES
Twain Harte Community Services District Hazard Tree Removal

THIS AGREEMENT for Professional Services (“Agreement”) is made on _____, 2019 (“Effective Date”), by and between the Twain Harte Community Services District (“District”), a special district of the State of California, and **CONTRACTOR** (“Contractor”) (together sometimes referred to as the “Parties”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Time for Completion of Work.** No work shall be commenced prior to the Contractor’s receipt of the District’s Notice to Proceed. All work shall be completed no later than **DATE**, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the District’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 Deletion of Work.** The District reserves the right to delete work from the Scope of Work set forth in Exhibit A. Such deletion of work must be in writing and must expressly state that certain portion of work being deleted. Contractor shall be entitled to no compensation for any work that is deleted.
- 1.3 Standard of Performance and Responsibility for Work.** 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. The Contractor shall be solely responsible for the work described in Exhibit A.
 - a. The District is under no duty or obligation to review or verify the appropriateness, quality or accuracy of any of the Contractor’s work. The District’s review, approval, and/or adoption of any designs, plans, specifications or any other work shall be in reliance on the Contractor’s specialized expertise and shall not relieve the Contractor of its sole responsibility for the work.
 - b. All information which the Contractor receives from the District should be independently verified by the Contractor. The Contractor shall not rely upon such information, unless otherwise stated by the District in writing, until it has independently verified its accuracy.
 - c. If Contractor ever has reason to believe that any of its general or professional duties of care conflict with any requirements of this Agreement, the Contractor shall promptly notify the District in writing.

- 1.4 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons.
- 1.5 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.3 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. District hereby agrees to pay Contractor in full for all work required by this Agreement a sum not to exceed the total Agreement amount of **\$XXX,XXX.XX**. Progress payments will be made to Contractor based on compensable services provided at the rates set forth in the Contractor's Proposal Form, attached hereto as Exhibit B.

- 2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the services completed prior to the invoice date, at the rates set forth in the Contractor's Proposal Form (Exhibit B). Invoices shall be based on the Bid Form and must contain the following information:
- Invoice number;
 - The beginning and ending dates of the billing period; and
 - A Schedule of Values containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, the percentage of completion, and number of items completed with appropriate support documentation.
- 2.2 **Monthly Payment.** District shall make monthly payments, based on invoices received, for actual services satisfactorily performed, based on actual measured quantities and percentage of work completed. District will verify work completed prior to payment and will pay Contractor no later than 30 days from the receipt of a compliant invoice.
- 2.3 **Final Payment.** Contractor shall only submit a final invoice upon completion of all services. The final 10% of the total sum due to pursuant to this Agreement will only be paid if all services required have been satisfactorily performed.
- 2.4 **Excess Payments.** District shall pay only for the services to be rendered by Contractor pursuant to this Agreement and shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor for said services or for any other services, unless the Agreement is modified by amendment to include said additional costs or services.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the

entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed amendment.

2.5 Payment upon Termination. In the event that the District or Contractor terminates this Agreement pursuant to Section 8, the District shall compensate the Contractor for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. District, however, may condition payment of such compensation upon Contractor delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the District in connection with this Agreement. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.6 Total Payment. Contractor and District acknowledge and agree that compensation paid by District to Contractor under this Agreement is based upon the Contractor's bid, which includes all costs for providing the services required hereunder, including salaries, taxes, employment taxes and benefits of employees and subcontractors of Contractor. District therefore has no responsibility for contributions beyond compensation required under this Agreement.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. District shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

District shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with District employees and reviewing records and the information in possession of the District. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of District. In no event shall District be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement and for any additional period required below.

4.1 All Policies Requirements.

4.1.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

- 4.1.2 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish District with complete copies of all policies, in a form satisfactory to the District, including complete copies of all endorsements attached to those policies. If the District does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them at the request of the District.
- 4.1.3 Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the District's written approval for the self-insured retentions and deductibles before beginning any of the work called for in this Agreement. At the option of the District, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.1.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.1.5 Waiver of Subrogation.** Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- 4.1.6 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to District.
- 4.2 Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall provide an endorsement waiving all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.3 **Commercial General and Automobile Liability Insurance.**

4.3.1 **General requirements.** Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than **\$2,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.3.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.3.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- District, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor
- For any claims related to this Agreement or the work hereunder, the Contractor’s insurance covered shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the District.

4.4 **Remedies.** In addition to any other remedies District may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option, exercise any of the following remedies:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 5. HOLD HARMLESS / INDEMNIFICATION.

Contractor shall indemnify, defend, save, protect and hold harmless District, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "District") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse District for any expenditures, including reasonable attorney's fees, the District may make by reason of such matters and, if requested by District, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the District or any other person; provided, however, that Contractor shall not be required to indemnify District for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the District.

If such indemnification becomes necessary, the District's Counsel shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the District. This indemnification clause shall survive the termination or expiration of this Agreement.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of District. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.4; however, otherwise District shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Contractor Not an Agent.** Except as District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all federal, state and local laws, ordinances and regulations applicable to the performance of the work hereunder. Contractor's Failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to District that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby. Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** District may cancel this Agreement at any time and without cause upon written notification to Contractor. Contractor may cancel this Agreement upon thirty (30) days' written notice to District and shall include in such notice the reasons for cancellation.
- 8.2 Extension.** District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if District grants such an extension, District shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the District, District shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** District and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the District. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the District.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Contractor shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:
- a. Immediately terminate the Agreement;
 - b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - c. Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
 - d. Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that District would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, whether complete or in process, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Contractor hereby agrees to deliver those documents to the District upon termination of the Agreement. The Contractor shall assume no responsibility for the unintended use by others of any such documents. District and Contractor agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Tuolumne or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Warranty.** District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by District shall not operate as a waiver of release.
- 10.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.7 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the District. If Contractor was an employee, agent, appointee, or official of the District in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the District for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Notices.** Any written notice to Contractor shall be sent to:

Contractor
ADDRESS
ADDRESS
ADDRESS

Any written notice to District shall be sent to:

Tom Trott, General Manager
Twain Harte Community Services District
P.O. Box 649

Twain Harte, CA 95383

10.9 Integration. This Agreement, including the following exhibits attached hereto and incorporated herein represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral:

Exhibit A Scope of Work
Exhibit B Proposal Form

10.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

DISTRICT

CONTRACTOR

GARY SIPPERLEY
District Board President

Name
Title

Attest:

CAROLYN HIGGINS
District Board Secretary