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AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of Sept., 2020, by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and West Coast Arborists, Inc. ("CONTRACTOR"). COUNTY and CONTRACTOR may be referred to as a "Party" or collectively as "Parties" to this Agreement.

WITNESSETH

WHEREAS, the COUNTY desires to enter into an Agreement with CONTRACTOR to provide for the COUNTY's need for on-call tree services as provided herein;

WHEREAS, the COUNTY desires to piggyback off San Mateo County Parks Department contract number 076576(1) and use some of its terms herein; and

WHEREAS, the CONTRACTOR is qualified and willing to perform such services.

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

SECTION 1. – SERVICES

CONTRACTOR agrees that its inclusion on this Agreement does not constitute a guarantee that CONTRACTOR shall provide any certain amount of work or services to the COUNTY under this Agreement.

- A. CONTRACTOR shall perform services in accordance with the provisions set forth in this Agreement and in Attachment A, attached hereto and incorporated herein by reference.
- B. CONTRACTOR shall maintain and utilize a field office within Fresno County.
- C. CONTRACTOR shall comply with all applicable Federal, State, County, and City laws, codes, rules, regulations, and ordinances regarding wages, hours, and working conditions.
- D. CONTRACTOR shall not begin work until authorized by the COUNTY.
- E. CONTRACTOR shall supply labor, materials, equipment, and any item necessary to perform the services specified in this Agreement with a high degree of proficiency and professionalism in relation to industry standards and to the complete satisfaction of the COUNTY.
- F. CONTRACTOR must continuously demonstrate that it can meet or exceed stated

1 performance requirements throughout the term of the Agreement.

2 G. CONTRACTOR must perform all operations in a prudent, conscientious, safe and
3 professional manner, and shall ensure all of its agents, employees, and subcontractors
4 perform the work in this manner.

5 1. CONTRACTOR shall take on any defensive actions necessary to protect the public
6 health and welfare and the environment.

7 H. CONTRACTOR assumes any and all loss or damage arising out of the nature of the work
8 aforesaid, or from the action of the elements, or from any unforeseen difficulties or
9 obstructions which may arise or be encountered in the prosecution of the work until it is
10 accepted by the COUNTY, and for all the risks of every description connected with the
11 work, and also assumes any and all expenses incurred by or in consequence of the
12 suspension or discontinuance of work and for well and faithfully completing the work, and
13 the whole therefore, in the manner and to Attachment A.

14 1. CONTRACTOR is responsible for the cost to repair, replace, or correct any damage
15 or destruction to property arising during CONTRACTOR's execution and completion
16 of services.

17 2. CONTRACTOR shall take any necessary corrective action when notified by the
18 COUNTY that performance is not acceptable.

19 3. COUNTY does not assume liability for actions caused by the negligence of the
20 CONTRACTOR in performing services described herein.

21 I. CONTRACTOR is responsible for maintaining close communication and coordination with
22 the COUNTY, including reporting any all problems encountered in executing response
23 activities.

24 J. CONTRACTOR shall not issue any news releases or make any statement to the news
25 media regarding the operational procedures related to this Agreement, the meetings or
26 decisions related to this Agreement, or the status of work being performed related to this
27 Agreement without prior written approval of the COUNTY.

28 K. COUNTY REPRESENTATIVE – The COUNTY shall provide a County Representative

1 (“County Representative”) to represent the COUNTY. This County Representative will be
2 the County of Fresno, Public Works and Planning, Road Maintenance and Operations
3 Manager, or their designee.

4 L. The COUNTY REPRESENTATIVE reserves the right at any time during the term of this
5 Agreement to add, remove, and/or modify service requests.

6 M. CONTRACTOR REPRESENTATIVE – CONTRACTOR shall provide a Contractor
7 Representative (“Contractor Representative”) to provide support staff, facilities, and
8 administrative capabilities as needed to ensure that all requirements of the Agreement are
9 fulfilled.

10 N. In accordance with Labor Code Section 1770, et seq., the Director of the Department of
11 Industrial Relations of the State of California has determined the general prevailing wages
12 rates and employer payments for health and welfare pension, vacation, travel time and
13 subsistence pay as provided for in Section 1773.1, apprenticeship or other training
14 programs authorized by Section 3093, and similar purposes applicable to the work to be
15 done.

16 Information pertaining to applicable Prevailing Wage Rates may be found on the
17 website for the State of California – Department of Industrial Relations:

18 <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing
19 wage rates for apprentices may be found on the website for the State of California –
20 Department of Industrial Relations:

21 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

22 It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not
23 less than the prevailing wage rates, including overtime and holiday rates, to all workers,
24 laborers, or mechanics employed on this public work project, including those workers
25 employed as apprentices. Further, CONTRACTOR and each subcontractor shall comply
26 with Labor Code Sections 1777.5 and 1777.6 concerning the employment of apprentices. A
27 copy of the above-mentioned prevailing wage rates shall be posted by CONTRACTOR at
28 the job site where it will be available to any interested party.

1 written notice of non-renewal is given by the COUNTY, no later than thirty (30) days prior to the
2 close of the then-current agreement term. The COUNTY's Director of Public Works & Planning, or
3 their designee, is authorized to execute such notice of non-renewal on behalf of the COUNTY.

4 **SECTION 3. – COMPENSATION**

5 The COUNTY shall only provide compensation and payment to CONTRACTOR for work
6 authorized by the COUNTY. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees
7 to receive compensation in accordance with CONTRACTOR's respective rates provided in
8 Attachment A. All rates listed in Attachment A are valid for the Term of this Agreement. All rates
9 listed in Attachment A are "fully loaded," as they include all direct and indirect costs and fees or
10 profit as well as ancillary materials not described in Attachment A. CONTRACTOR shall not
11 undertake any services without the advance written authorization of the COUNTY. If the COUNTY
12 requests a service not specified in Attachment A, then such services will be negotiated between
13 the COUNTY and the CONTRACTOR and shall be based on prices similar to those outlined in
14 Attachment A.

15 In no event shall the total compensation paid to CONTRACTOR during the entire potential
16 three -year term of this Agreement exceed the sum of four hundred and fifty thousand dollars
17 (\$450,000).

18 **SECTION 4. – INVOICING**

19 CONTRACTOR shall submit invoices in accordance with the rates and charges in
20 Attachment A for the services provided to the COUNTY by CONTRACTOR during the previous
21 monthly billing period on the first day of the month. CONTRACTOR shall submit itemized
22 invoices in duplicate to the COUNTY. Payment addresses for the authorized user of this
23 Agreement is noted in Section 12, "Notices", herein. COUNTY will pay CONTRACTOR within
24 forty-five (45) days of receipt of an approved invoice. Each invoice shall include, but is not
25 limited to:

- 26 • This Agreement number;
- 27 • The responsible COUNTY department;
- 28 • The date, time, and address of each incident or event;

- 1 • Name of CONTRACTOR's service technicians;
- 2 • An itemized listing of the applicable labor costs (straight time, overtime, and premium
- 3 time identified, and the date(s) and hour(s) worked; labor classifications must be
- 4 consistent with those stated in Attachment A);
- 5 • An itemized listing of the equipment used (the list must specify the date and time period
- 6 the equipment was used consistent with those stated in Attachment A);
- 7 • An itemization of normal business hours, overtime, and premium time rates.

8 **SECTION 5. – INDEPENDENT CONTRACTORS**

9 In performance of the work, duties, and obligations assumed by CONTRACTOR under
10 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all
11 of CONTRACTOR's officers, agents, subcontractors, and employees shall at all times be acting
12 and performing as independent contractors, and shall act in an independent capacity and not as
13 an officer, agent, servant, employee, joint venture, partner, or associate of the COUNTY.

14 Furthermore, the COUNTY shall have no right to control or supervise or direct the manner or
15 method by which CONTRACTOR shall perform their work and function. However,
16 CONTRACTOR's methods must be compatible with the COUNTY's standards, and must result
17 in satisfactory and timely completion of the work assigned, and the quality and quantity of work
18 produced must be acceptable to the COUNTY. The COUNTY retains the right to verify that
19 CONTRACTOR is performing its obligations in accordance with this Agreement's terms and
20 conditions. CONTRACTOR and the COUNTY shall comply with all applicable provisions,
21 notices, rules and regulations, if any, of governmental authorities having jurisdiction over
22 matters covered by this Agreement.

23 Because of its status as an independent contractor, CONTRACTOR shall have
24 absolutely no right to employment rights and benefits available to COUNTY employees.
25 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, their
26 employees all legally required employee benefits. In addition, CONTRACTOR shall be solely
27 responsible, and shall hold the COUNTY harmless from all matters relating to payment of
28 CONTRACTOR'S employees, including compliance with Social Security withholding, and all

1 other regulations governing such matters. It is acknowledged that during the term of this
2 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to
3 this Agreement.

4 **SECTION 6. – TERMINATION OF AGREEMENT**

5 This Agreement may be terminated for the following reasons:

6 A. Non-Allocation of Funds - The terms of this Agreement and any extensions, and the
7 services to be provided, are contingent on the approval of funds by the appropriating
8 government agency. If sufficient funds are not allocated, the services provided may be
9 modified, or this Agreement terminated at any time without penalty by giving
10 CONTRACTOR thirty (30) days advance written notice.

11 B. Breach of Contract – The COUNTY may immediately suspend or terminate this
12 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 13 1. An illegal or improper use of funds;
- 14 2. A failure to comply with any term of this Agreement;
- 15 3. A substantially incorrect or incomplete report submitted to the COUNTY; or
- 16 4. Improperly performed services.

17 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
18 any breach of this Agreement or any default, which may then exist on the part of the
19 CONTRACTOR. Such payment shall not impair or prejudice any remedy to the
20 COUNTY with respect to the breach or default. The COUNTY shall have the right to
21 demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to
22 the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
23 not expended in accordance with the terms of this Agreement. CONTRACTOR shall
24 promptly refund any such funds upon demand.

25 C. Without Cause - Under circumstances other than those set forth above, this Agreement
26 may be terminated by the COUNTY giving thirty (30) days advance written notice of an
27 intention to terminate. In the event of such termination, CONTRACTOR shall be paid for
28 satisfactory services or supplies provided up until the date of termination. COUNTY's

1 Director of Public Works & Planning, or their designee, is authorized to execute such
2 termination on behalf of COUNTY. The Director of Public Works and Planning reserves
3 the right to apply this Section 6 (C).

4 **SECTION 7. – HOLD HARMLESS AND INDEMNIFICATION**

5 CONTRACTOR agrees to indemnify, save, hold harmless, and at the COUNTY's
6 request defend the COUNTY, its officers, agents and employees, from any and all costs and
7 expenses (including attorney's fees and costs), claims, suits, liabilities, losses and damages
8 occurring or resulting to the COUNTY in connection with the performance, or failure to perform,
9 by CONTRACTOR, its officers, agents or employees, and from any and all costs and expenses
10 (including attorney's fees and costs), damages, liabilities, claims and losses occurring or
11 resulting to any person, firm or corporation who may be injured or damaged by the performance,
12 or failure to perform, by CONTRACTOR, its officers, agents, subcontractors, assigns, or
13 employees. The provisions of this Section 7 shall survive the termination of this Agreement.

14 **SECTION 8. – INSURANCE**

15 Without limiting the COUNTY's right to obtain indemnification from a CONTRACTOR or
16 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
17 following insurance policies throughout the term of this Agreement:

18 A. **Commercial General Liability**

19 Commercial General Liability Insurance with limits of not less than One Million Dollars
20 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This
21 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages
22 including completed operations, products liability, contractual liability, Explosion-Collapse-
23 Underground, fire legal liability or any other liability insurance deemed necessary because of the
24 nature of this contract.

25 B. **Automobile Liability**

26 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than
27 One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damage.

1 Coverage should include owned and non-owned vehicles used in connection with this
2 Agreement.

3 C. Professional Liability

4 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
5 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One
6 Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) annual
7 aggregate.

8 D. Worker's Compensation

9 A policy of Worker's Compensation insurance as may be required by the California
10 Labor Code.

11 E. Additional Requirements Relating to Insurance

12 CONTRACTOR shall obtain endorsements to the Commercial General Liability
13 insurance naming the County of Fresno, its officers, agents, and employees, individually and
14 collectively, as additional insured, but only insofar as the operations under this Agreement are
15 concerned. Such coverage for additional insured shall apply as primary insurance and any other
16 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees
17 shall be excess only and not contributing with insurance provided under CONTRACTOR's
18 policies herein. This insurance shall not be cancelled or changed without a minimum of thirty
19 (30) days advance written notice given to the COUNTY.

20 CONTRACTOR hereby waives its right to recover from the COUNTY, its officers,
21 agents, and employees any amounts paid by the policy of worker's compensation insurance
22 required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to
23 such policy that may be necessary to accomplish such waiver of subrogation, but
24 CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not
25 CONTRACTOR obtains such an endorsement.

26 Within thirty (30) days from the date CONTRACTOR signs and executes this
27 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
28 above for all of the foregoing policies, as required herein to the entities noted in Section 12,

1 "Notices", hereof, stating that such insurance coverages have been obtained and are in full
2 force; that the County of Fresno, its officers, agents and employees will not be responsible for
3 any premiums on the policies; that for such worker's compensation insurance the
4 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and
5 employees any amounts paid under the insurance policy and that waiver does not invalidate the
6 insurance policy; that such Commercial General Liability insurance names the County of
7 Fresno, its officers, agents and employees, individually and collectively, as additional insured,
8 but only insofar as the operations under this Agreement are concerned; that such coverage for
9 additional insured shall apply as primary insurance and any other insurance, or self-insurance,
10 maintained by the COUNTY, its officers, agents and employees, shall be excess only and not
11 contributing with insurance provided under CONTRACTOR's policies; and that this insurance
12 shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
13 given to the COUNTY.

14 If CONTRACTOR fails to keep in effect at all times all required insurance coverages, the
15 COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement.

16 All policies shall be issued by admitted insurers licensed to do business in the State of
17 California, and such insurance shall be purchased from companies possessing a current A.M.
18 Best, Inc. rating of A FSC VII or better.

19 **SECTION 9. – MODIFICATION**

20 This Agreement may be modified from time to time by the written consent of all the
21 parties without, in any way, affecting the remainder. In the event of such modification,
22 COUNTY's Director of Public Works & Planning, or their designee, is authorized to execute
23 such modification on behalf of the COUNTY. The Director of Public Works and Planning
24 reserves the right to apply this Section 9.

25 **SECTION 10. – NON - ASSIGNMENT**

26 CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its
27 respective rights or duties hereunder, without the prior written consent of the COUNTY.

28 **SECTION 11. – AUDITS AND INSPECTIONS**

1 CONTRACTOR shall at any time during business hours, and as often as the COUNTY
2 may deem necessary, make available to the COUNTY for examination all of its records and
3 data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request
4 by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
5 necessary to ensure CONTRACTOR's compliance with the terms of this Agreement. If this
6 Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the
7 examination and audit of the California State Auditor for a period of three (3) years after final
8 payment under contract (Government Code Section 8546.7).

9 **SECTION 12. – NOTICES**

10 The persons and their addresses having authority to give and receive written notices
11 under this Agreement include the following:

12 **COUNTY**

13 Department of Public Works and Planning
14 Road Maintenance and Operations Division
15 2220 Tulare St., 6th Floor
16 Fresno, CA 93721
rdmaint@fresnocountyca.gov

CONTRACTOR

West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806

17 All notices between the COUNTY and the CONTRACTOR provided for or permitted under
18 this Agreement must be in writing and delivered either by personal service, by first-class United
19 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission.
20 A notice delivered by personal service is effective upon service to the recipient. A notice delivered
21 by first-class United States mail is effective three COUNTY business days after deposit in the
22 United States mail, postage prepaid, addressed to the recipient. A notice delivered by an
23 overnight commercial courier service is effective one COUNTY business day after deposit with the
24 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for
25 next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is
26 effective when transmission to the recipient is completed (but, if such transmission is completed
27 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
28 next beginning of a COUNTY business day), provided that the sender maintains a machine record

1 of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
2 this section establishes, waives, or modifies any claims presentation requirements or procedures
3 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of
4 the Government Code, beginning with Section 810).

5 **SECTION 13. – LEGAL AUTHORITY**

6 CONTRACTOR hereby covenants, warrants, and represents: (i) that he or she is duly
7 authorized to execute or attest and deliver this Agreement on behalf of such entity, e.g. (without
8 limitation), corporation, limited liability company, limited partnership, partnership or sole
9 proprietorship, in accordance with all applicable formalities and under California law; (ii) that this
10 Agreement is binding on such entity; and (iii) that CONTRACTOR (as applicable) is a duly
11 organized and legally existing corporation, limited liability company, limited partnership,
12 partnership or sole proprietorship in good standing in the State of California.

13 **SECTION 14. – TIME IS OF THE ESSENCE**

14 Time is of the essence in CONTRACTOR's performance of this Agreement.

15 **SECTION 15. – GOVERNING LAW**

16 Venue for any action arising out of or relating to this Agreement shall only be in Fresno
17 County, California. The rights and obligations of the parties and all interpretation and
18 performance of this Agreement shall be governed in all respects by the laws of the State of
19 California.

20 **SECTION 16. – INTELLECTUAL PROPERTY RIGHTS**

21 The COUNTY shall and does own all titles, rights and interests in all Work Products
22 created by CONTRACTOR for the COUNTY under this Agreement. CONTRACTOR may not
23 sell, transfer, or permit the use of any Work Products without the express written consent of the
24 COUNTY.

25 "Work Products" are defined as all materials, tangible or not, created in whatever
26 medium pursuant to this Agreement, including without limitation publications, promotional or
27 educational materials, reports, manuals, specifications, drawings and sketches, computer
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1 programs, software and databases, schematics, marks, logos, graphic designs, notes, matters
2 and combinations thereof, and all forms of intellectual property.

3 CONTRACTOR shall not dispute or contest, directly or indirectly, the COUNTY's
4 exclusive right and title to the Work Products nor the validity of the intellectual property
5 embodied therein. CONTRACTOR hereby assigns, and if later required by the COUNTY, shall
6 assign to the COUNTY all titles, rights and interests in all Work Products.

7 In the event the title, rights, and/or interests in any Work Products are deemed not
8 owned by the COUNTY, CONTRACTOR hereby assigns and shall require all persons
9 performing work pursuant to this Agreement, including its subcontractors, to assign to the
10 County all titles, rights, interests, and/or copyrights in such Work Product. Should such
11 assignment and/or transfer become necessary or if at any time the COUNTY requests
12 cooperation of CONTRACTOR to perfect the COUNTY's titles, rights or interests in any Work
13 Product, CONTRACTOR agrees to promptly execute and to obtain execution of any documents
14 (including assignments) required to perfect the titles, rights, and interests of the COUNTY in the
15 Work Products with no additional charge to the COUNTY beyond that identified in this
16 Agreement or subsequent change orders.

17 **SECTION 17. – DISCLOSURE OF SELF-DEALING TRANSACTIONS**

18 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
19 for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR
20 changes its status to operate as a corporation.

21 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
22 transactions that they are a party to while CONTRACTOR is providing goods or performing
23 services under this Agreement. A self-dealing transaction shall mean a transaction to which the
24 CONTRACTOR is a party and in which one or more of its directors has a material financial
25 interest. Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
26 transactions that they are a party to by completing and signing a *Self-Dealing Transaction*
27 *Disclosure Form*, attached hereto as Attachment B and incorporated herein by this reference,
28 and submitting it to the COUNTY prior to commencing with the self-dealing transaction or

1 immediately thereafter.

2 **SECTION 18. – ENTIRE AGREEMENT**

3 This Agreement, including Attachments A and B, constitutes the entire agreement
4 between CONTRACTOR and COUNTY with respect to the subject matter hereof and
5 supersedes all previous Agreement negotiations, proposals, commitments, writings,
6 advertisements, publications, and understandings of any nature whatsoever unless expressly
7 included in this Agreement.

8 **SECTION 19. – COUNTERPARTS**

9 This Agreement may be executed in any number of counterparts, each of which shall be
10 deemed an original, but all of which together shall constitute one and the same Agreement, binding
11 on the Parties according to its terms and conditions.

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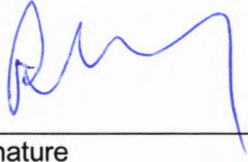
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
2 Effective Date.

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4 **CONTRACTOR**

COUNTY OF FRESNO

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7 _____
Authorized Signature

Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno

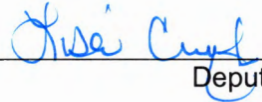
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9 Patrick Mahoney, President
Printed Name and Title

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11 _____
Authorized Signature

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

12
13 Richard Mahoney, Secretary
14 Printed Name and Title

15 By: 
16 _____
Deputy

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24 **FOR ACCOUNTING USE ONLY:**

25 ORG No.: 4510

26 Account No.: 7295

27 Fund No.: 0010/11000

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Attachment A

Quotation Schedule

[Quotation Schedule is attached immediately hereafter.]

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ATTACHMENT A

I. Detailed description of services to be performed by Contractor:

Scope of Work: Tree Pruning and Removal Services

Upon the Department identifying a need for tree contractor services, the Department may issue Contractor a task order outlining the scope of services. Contractor may be asked to provide a variety of services including, but not limited to:

- Tree maintenance and hazard tree reduction by methods including but not limited to: pruning, removal, cabling, and bracing;
- Single or multiple tree removals and application of herbicide to trunks;
- Pruning of trees along recreational trails, playgrounds, around camp and picnic sites, parking areas, or Park facilities; and
- Other general tasks normally performed by a tree service contractor.

Required equipment may include, but is not limited to,

- Dump trucks;
- Wood chippers;
- Aerial lifts;
- Boom crane;
- Log loader;
- Bobcat;
- Traffic control devices;
- Chainsaws and personal safety equipment; and
- The minimum necessary wildfire control equipment required by California Department of Forestry and Fire Protection.

Contractor and all employees handling or applying pesticides shall be registered with the Department of Pesticide Regulation (DPR) and carry their registration on their persons at all times while applying any pesticides. Only pesticides and herbicides for which the Parks Department has a current PCR will be allowed to be used on Parks' property.

Upon receipt of a task order outlining the requested scope of services, Contractor shall, within

one business week, provide Department with a cost estimate and project schedule. Once the Department has approved, in writing, the fee for services and project schedule, Contractor shall schedule and commence specified task(s).

Upon notice of completion of a task order, but before issuance of payment, Quality Assurance of the services provided by the Contractor may be inspected by County staff to verify work was completed to the full extent of the task order.

If deemed necessary at the sole discretion of the Department, the Contractor may be required to contract with subcontractor(s) for supportive services. Should Contractor(s) be required to contract with subcontractor for supportive services, all subcontractors shall satisfy all County contracting standards, requirements, best practices, and regulations.

**County of Fresno – Tree Removal and Limbing
Services**

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>
Tree Pruning Services	per man hour	\$95.00
A standard tree pruning crew consists of 4 to 5 men, aerial tower, and chipper truck and Vermeer chipper. Price includes traffic control.		
Tree Removal Services	per man hour	\$95.00
A standard tree removal crew consists of 5 to 6 men with equipment. Price includes traffic control.		
Stump Removal Services	per man hour	\$95.00
A standard stump removal crew consists of 2 to 3 men with equipment. Price includes traffic control.		
Tree Planting Services	per man hour	\$95.00
A standard tree planting crew consists of 2 to 3 men with equipment. Price includes traffic control.		
Tree Planting Materials Only (Optional)		
15-gallon tree	each	\$85.00
24-inch box tree	each	\$165.00
Stakes & ties	per tree	\$25.00
Tree Watering Services	per man hour	\$96.00
A standard tree planting crew consists of 1 man with water truck. Cost of water not included. Price includes traffic control.		
On-Call (Non-Emergency) Response	Per man hour	\$95.00

Fresno County On Call Tree Services

Emergency Services per man hour **\$135.00**
 WCA is available for emergency calls on a 24-hour basis. WCA has a toll-free emergency telephone number to call in the event of an emergency. Customers can call 866-LIMB-DOWN (866-546-2369) and one of our Area Managers will respond to the call. Should an emergency call-out occur during evening hours, weekends and/or holidays, we can respond and begin work on-site within 120 minutes from the time notification was given. Our emergency response team will do what is necessary to leave the tree site safe until the following workday. (Two-hour minimum)

Specialty Equipment (excludes operator)

20-ton Crane	per hour	\$135.00
95-ft aerial tower	per hour	\$135.00
Loader w/ Roll-off truck	per hour	\$135.00
Bobcat loader	per hour	\$135.00

ARBORIST SERVICES

• Consulting Services including Report Writing (2-hour minimum) Travel included	Per hour	\$155.00
Level 1 or 2 Tree Assessments	Per hour	\$155.00
Level 3 Tree Assessments	Per Hour	\$200.00
• Construction Project Inspection (2-hour minimum) Travel included	Per hour	\$125.00
• Meetings with County staff and/or Contractor	Per hour	\$125.00
• Presentation to County Staff, Board, etc. (2-hour minimum)	Per Hour	\$125.00
• Laboratory testing (i.e., Soil, limb, etc.)	Each	Cost + 15%
• Provide tree recommendations for planting	Per hour	\$125.00
GPS Tree Inventory (Data Collection)	Per tree site	\$4.00

Attachment B
SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature

Signature:		Date:	
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