

Revised: 8/16/2016

**Los Altos Hills County Fire District
Agenda
12355 El Monte Road, Los Altos Hills (Foothill College Campus)**

Special Meeting of August 23, 2016 7:30 p.m.

- 1) Roll Call
- 2) Public Comment: Persons wishing to address the District on any subject, whether or not on the agenda, may do so now. Please note, however, the District is not able to undertake extended discussion or action tonight on items not on the agenda. Items may be referred to staff for appropriate action, which may include placement on the next available agenda. Please note that, while the District Board will hear comments upon items which are on the agenda at this time, the District will not act on any such item until the item is under consideration by the District. District policy is to limit public testimony to three minutes per speaker.
- 3) Review and Approval of Request for Proposal for Tree Work.
- 4) Discuss and Potentially Approve Resolution and related Amendment to Extend Agreement for Tree Trimming and Removal Program With S. P. McClenahan Co. Inc. for One Additional Month.
- 5) Adjournment.

ASSISTANCE FOR PERSONS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the secretary/clerk at (650) 948-2474. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II)

EXHIBIT LIST FOR AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A

(SCOPE AND LEVEL OF SERVICES)

EXHIBIT B

(SCHEDULE OF PERFORMANCE)

EXHIBIT C

(COMPENSATION)

EXHIBIT D

(INSURANCE REQUIREMENTS)

Tree Services Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to or interference with property which may arise from, or in connection with, the performance of the work hereunder and the results of that work by the Tree Services Contractor, its agents, representatives, employees or subcontractors.

1. **MINIMUM SCOPE OF INSURANCE.** Coverage shall be at least as broad as:

1.1 Insurance Services Office (ISO) Form No. CG 0001 covering Commercial General Liability on an "occurrence" basis, including products-completed operations, personal injury and advertising injury.

1.2 Insurance Services Office Form (ISO) No. CA 0001 covering Automobile Liability, Code 1 (any auto), or if Tree Services Contractor has no owned autos Code 8 (hired autos) and Code 9 (non-owned autos).

1.3 Workers' Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

1.4 Errors and Omissions Liability Insurance appropriate to the Tree Services Contractor's profession. Architects' and Tree Services Contractors' coverage is to be endorsed to include contractual liability.

2. **MINIMUM LIMITS OF INSURANCE.** Tree Services Contractor shall maintain limits no less than:

2.1 **Commercial General Liability.** (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) per occurrence. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2.2 **Automobile Liability.** One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

2.3 Workers' Compensation and Employer's Liability. Workers' compensation insurance with Statutory Limits as required by the Labor Code of the State of California, and Employer's Liability Insurance with One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

2.4 Errors and Omissions Liability. One Million Dollars (\$1,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to, and approved by, the District. At the option of the District, either: the Tree Services Contractor shall purchase insurance to reduce or eliminate such deductibles or self-insured retentions as respects the District, its officials, employees, agents and contractors; or the Tree Services Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the District. The District may require the Tree Services Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4. OTHER INSURANCE PROVISIONS.

4.1 General Liability and Automobile Liability Coverages. The General Liability and Automobile Liability insurance policies required pursuant to Sections 1.1 and 1.2 shall contain or be endorsed contain the following provisions:

4.1.1 The District, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Tree Services Contractor including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Tree Services Contractor on premises owned, leased or used by the Tree Services Contractor. The coverage shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 if later versions used.

4.1.2 The Tree Services Contractor's insurance coverage is the primary insurance as respects the District, its officials, employees, agents, contractors, and volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, agents, contractors, and volunteers shall be excess of the Tree Services Contractor's insurance and shall not contribute with it.

4.1.3 The Insurance Company agrees to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the District's insurer.

4.1.4 Coverage shall not be canceled by either party, except after thirty (30) days prior written notice (10 days for non-payment) by regular mail has been given to the District.

4.1.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, employees, agents or contractors.

4.1.6 Tree Services Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provisions set forth in subsections 4.1.3 and 4.1.4 above.

4.3 Acceptability of Insurers. All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

4.4 Claims Made Policies. If any of the required policies provide claims-made coverage, the District requires that coverage with a Retroactive Date prior to the contract effective date, or extended reporting period, be maintained by Tree Services Contractor for a period of 5 years after completion of the contract.

5. VERIFICATION OF COVERAGE. Tree Services Contractor shall furnish the District with original certificates and amendatory endorsements affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Tree Services Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Proof of insurance shall be mailed to the following address:

P.O. Box 1766
Los Altos, CA 94023-1766

6. SUBCONTRACTORS. Tree Services Contractor shall include all subcontractors as insured under its policies or shall require and verify that all subcontractors maintain insurance meeting all the requirements of this contract.

**REQUEST FOR PROPOSALS
FOR TREE PRUNING AND REMOVAL PROGRAM (AREAS 1 and 2)**

1. INTRODUCTION

The Los Altos Hills County Fire District (the "District") was organized in 1939. In addition to its primary mission of fire suppression and prevention, the District performs a number of related functions in support of this mission. The District does not employ its own firefighting personnel, apparatus, or equipment. Rather this function is contracted out to the Santa Clara County Fire Department. The District also promotes and manages a number of other activities aimed at fire prevention and emergency preparedness, such as the removal of dead or dying trees, the removal and/or pruning of eucalyptus trees. See Exhibit A for Map of Areas 1 and 2.

2. PROPOSAL REQUEST

The District is soliciting sealed proposals ("Proposals") from qualified tree service contractors ("Proposers") to provide professional tree services for the pruning and/or removal of various trees at specified locations within the District.

3. PROPOSAL DUE DATE

Proposers are directed to submit five (5) hard copies and one (1) electronic copy on a CD or USB drive of their Proposal in a sealed envelope. Each Proposal shall be clearly marked indicating the Proposer's name and address and the solicitation name. Proposals must be received at the office of the District's Consulting Engineer, 5776 Stoneridge Mall Road, Suite 320, Pleasanton, CA 94588 no later than _____.

Proposals received after the time or at any place other than stated will not be accepted. Postmarks are not acceptable. Proposals shall be prepared, presented and negotiated at the sole cost of the Proposer. The District reserves the right to postpone proposal openings for its own convenience.

4. MANDATORY PRE-PROPOSAL CONFERENCE

Two pre-proposal conferences ("Pre-Proposal Conferences") will be held at the El Monte Fire House located at 12355 El Monte Road, Los Altos Hills, CA for the purpose of receiving questions and comments pertaining to this Request for Proposals ("RFP"). The first Pre-Proposal Conference will be held at _____ on _____ and the second Pre-Proposal Conference will be held at _____ on _____. **Proposers must attend one of the Pre-Proposal Conferences. Proposals submitted by Proposers not attending a Pre-Proposal Conference will be rejected.**

5. INTERPRETATION OF THIS PROPOSAL

If any person submitting a Proposal is in doubt as to the true meaning of any part of this RFP they may submit their questions and/or comments in writing to Joubin Pakpour by **5:00PM**

_____ either by mail at the address above or email at jpakpour@pcgenr.com. Response will be sent to everyone in attendance at either of the Pre-Proposal Conference by _____.

Any modification of this RFP will be made in writing by addendum and distributed to all those receiving a copy of said RFP. Oral interpretations will not be binding on the District.

Responses to requests of interpretations or clarifications will be provided by District to attendees of the Pre-Proposal Conferences by _____. The District reserves the right to postpone this deadline for its own convenience.

6. WITHDRAWAL OF PROPOSAL

A Proposer may withdraw its Proposal any time before the date and time when Proposals are due, by submitting a written mailed or faxed request for its withdrawal to Joubin Pakpour, 5776 Stoneridge Mall Road, Suite 320, Pleasanton, CA 94588 or Fax: (925) 224-7726.

7. SCOPE OF SERVICES

The Scope of Services is more specifically described in Exhibit B, Scope of Services.

8. AGREEMENT FOR SERVICES

The Agreement for Services (“Agreement”) is to provide a Tree Pruning and Removal Program for Areas 1 & 2 as shown in Exhibit A.

9. SINGLE CONTRACTOR REQUIREMENTS

The District seeks to contract with one independent Contractor. Subcontracting of any obligation or service under the contract is not allowed without the prior written consent of the District, at the sole discretion of the District.

10. PROPOSER'S REPRESENTATIONS

By submitting a Proposal, the Proposer affirms that he/she is familiar with all requirements of the RFP and has sufficiently informed himself/herself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment or facilities called for in this RFP: That he/she has checked the Proposal for errors and omissions; that the prices stated are correct and as intended by the Proposer and are a complete statement of his/her prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required.

11. PROPOSAL CONTENT

Proposals must be typed and must address each item below. Proposals must be in sufficient detail to permit evaluation and demonstrate ability to meet the requirements of this RFP.

i. Cover Letter

The cover letter should summarize the major points contained in the Proposal, and should be signed by an authorized representative of the firm.

ii. Firm Profile

Each Proposer should provide the firm's name, business address, and telephone number, as well as a brief description of the firm's size (nationally and locally), date of establishment, type of organization, and local organizational structure. A discussion of the firm's capabilities, certifications or licenses, and resources should be included. At a minimum the following information must be provided:

- Number of the years in the tree pruning/removal business.
- Number of tree crews composed of one foreman and 2 or 3 workers.
- Number of full time office personnel.
- Number of field supervisors over and above crew foreman.
- Number of chipping machines and size of logs they can chip.
- Number of field crew trucks.
- Number of boom trucks and height they can reach.
- An explanation of your firm's employee safety training program.

iii. Background, Experience and Financial Stability

(1) Each Proposer shall provide a brochure or similar summary statement outlining the organization's history and experience, including experience within the last three years, in providing services similar to those requested in this RFP. Proposers should identify any changes in ownership and/or major organizational changes that have occurred in the last five years, and indicate whether the firm has a valid D49 license issued by the State of California.

(2) Each Proposer shall provide either a most recent independently audited financial statement or financial income statements and balance sheets for the past two years. In addition, Proposers should include a brief description of any pending financial issues, including any pending litigation against the organization that may impact its financial capacity and stability.

(3) A minimum of three (3) references receiving services from Proposer similar to those requested in this RFP, including name, address, telephone and contact person, and a brief description of the services provided. At a minimum the following information must be provided:

- What is your experience removing tall, large diameter eucalyptus and pine trees? Provide date and locations within the past two years that this type of work was performed.
- What is your process in disposal of the tree branches, large diameter logs, and other related debris?

iv. Key Personnel and Staffing

The Proposer must identify the person and all key personnel who may perform services in support of this function under this RFP. For each person identified, include a resume with relevant experience and professional qualifications, certifications or licenses and a brief description of their role or function in providing the proposed services. Proposer must have following certifications: (1) ASCA Registered Consulting Arborist (2) ISA Certified Tree Worker. Provide Name(s) of employee(s) holding those certifications.

v. Approach to Scope of Services

Each Proposer must submit a detailed Work Plan describing how it intends to provide the basic services and meet the requirements described in Exhibit B, Scope of Services and also meet the project schedule. The Work Plan should explain the Proposer's approach to providing the specified services and the role that Proposer intends to perform. The Work Plan should also include a description of how the Proposer will coordinate with the District to complete projects in a timely and cost-efficient manner. Proposer shall include steps it will take to control change orders for this project and an explanation of the Proposer's philosophy on change orders.

vi. Cost Proposal

Each Proposer must submit a cost schedule described in Exhibit C.

12. EVALUATION CRITERIA AND AWARD

i. Evaluation Criteria

Firm Profile, Background, Experience, & Financial Stability.....	20%
Key Personnel and Staffing.....	20%
Approach to Scope of Work.....	20%
Cost Proposal.....	40%
Total	100%

ii. Award. An Agreement will be entered into with the Proposer that submits the Proposal considered most advantageous to the District based on the Evaluation Criteria set forth above.

The District reserves the right to accept or reject any and all Proposals, or any item or part thereof. The District reserves the right to withdraw or cancel this RFP at any time without prior notice and the District makes no representations that any contract will be awarded to any Proposer responding to this RFP. The District reserves the right to request additional information to clarify any Proposal.

A review panel will evaluate proposals based on the Evaluation Criteria above. After the ranking has been determined, the District may negotiate the terms and conditions of the Agreement with the highest- ranked firm. If negotiations are unsuccessful, the District may commence negotiations with the next highest ranked firm. If negotiations with this firm are also unsuccessful,

the District may repeat the negotiations process with the next highest ranked firm, or may, at its sole discretion, reject all remaining proposals.

13. AGREEMENT FOR PROFESSIONAL SERVICES

The firm selected by the District to provide the Tree Pruning and Removal Program (Areas 1 & 2) as outlined in this RFP will be required to execute an Agreement with the District. A sample of the general form of this Agreement is attached hereto as Exhibit D so that Proposers will have an opportunity to review the terms and conditions that will be included in the final Agreement. If a Proposer desires any additions, deletions or modifications to the form of Agreement, they must submit a request for such additions, deletions or modifications with the Proposal. With the exception of any requests for such additions, deletions, and modifications, the Proposer will, by making a Proposal, be deemed to have accepted the form of Agreement.

In particular, Proposers are directed to review the insurance requirements set forth in Section 15 and Exhibit D "Insurance Requirements" of the Agreement.

14. CONFIDENTIALITY OF PROPOSALS

The California Public Records Act (California Government Code Sections 6250 *et seq.*) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any Proposal, request for explanation, exception or substitution, or any other written communication between the District and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary or other confidential information by marking each page containing such information as confidential. The Proposer may not designate its entire Proposal or bid as confidential. Additionally, Proposer may not designate its cost Proposal as confidential.

If Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue or maintain any legal action against the District or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.

15. TENTATIVE SCHEDULE

The tentative schedule of significant events relating to this RFP is provided below. The District reserves the right to modify this schedule and any specific time-of-day deadlines as discussed in the following section.

EVENT

- 1. Release RFP.....
- 2. First Pre-Proposal Conference.....
- 3. Second Pre-Proposal Conference.....
- 4. Deadline for submitting questions and/or comments to the District.....
- 5. District response to questions and/or comments.....
- 6. Proposals due, evaluations begin.....
- 7. Interviews/negotiations (If needed).....
- 8. Potential award of contract.....
- 9. Agreement for Professional Services Begins.....

These tentative dates, including commencement of Agreement for Services, are subject to change at the sole discretion of the District.

16. NON-COLLUSION CERTIFICATION

By submitting a Proposal, a Proposer represents and warrants that such Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named, and that Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer.

17. PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any Proposal, colluded with any other parties, then the contract so awarded shall be null and void; and the Proposer shall be liable to the District for all loss or damage which the District may suffer thereby; and the Board of Commissioners may advertise for a new contract for said labor, supplies, materials, equipment or services.

18. CONFLICT OF INTEREST

Proposer represents and warrants that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§1090 *et seq.* or §§87100 *et seq.* during the performance of services under this Agreement. Proposer shall promptly disclose any actual or potential conflict of interest to the District as soon as Proposer becomes aware of such conflict. Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, Proposer may be required to publicly disclose financial interests under the District's Conflict of Interest Code. Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by the District upon receipt.

No member, officer or employee of the District during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

19. PREVAILING WAGE AND PAYROLL RECORDS

The Proposer shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with said Section 1775, the Proposer shall forfeit as a penalty to an amount determined by the Labor Commissioner, not to exceed Fifty Dollars (\$50) for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Proposer.

Pursuant to the provisions of Section 1773 of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing rates are on file at the District and are available to any interested party on request. Such wage rates must be prominently posted at the project site.

The District will not recognize any claim for additional compensation because of the payment by the Proposer of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Proposer in determining his bid, and will not under any circumstances be considered as the basis of a claim against the District on the Contract.

The Proposer attention is directed to the following provisions of Labor Code Section 1776. The Proposer shall be responsible for the compliance with these provisions.

The Proposer shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the project.

The payroll records shall be certified and shall be provided to the District as they become available.

A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.

The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

Prevailing wage shall be per Laborer and Related Classification determination NC-23-102-1-2012-1 or NC-23-102-1-2012-1A, laborer group 3, 3a or other as applicable under this classification

20. LIST OF RFP EXHIBITS

- Exhibit A, Areas 1 & 2 Map
- Exhibit B, Scope of Work
- Exhibit C, Cost Schedule
- Exhibit D, Sample Professional Services Agreement
- Exhibit E, Tree List

**AMENDMENT NO. 4 TO EXTEND
AGREEMENT FOR TREE TRIMMING AND REMOVAL PROGRAM**

This Amendment No. 4 is made as of August ____, 2016 with respect to that certain Agreement for Tree Trimming and Removal Program as amended (collectively "Agreement") by and between the Los Altos Hills County Fire District ("District") and SP McClenahan, a California Corporation ("Consultant").

RECITALS

A. District and Consultant entered into the Agreement on February 19, 2013 and amended it on February 25, 2014, October 20, 2015, and April ____, 2016.

B. District now desires to amend the Agreement to make certain that the Agreement continues beyond September 30, 2016 through October 31, 2016.

NOW, THEREFORE, in consideration of their mutual covenants, District and Consultant do hereby agree as follows:

1. The following language shall be added to Section Six Compensation "In no event shall the total compensation and costs payable to Consultant under this Agreement from September 30, 2016, through October 31, 2016, exceed \$150,000.00."

2. Other than set forth above, no other provisions of the Agreement are amended and all other provisions of the Agreement are in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 as of the date set forth above.

**LOS ALTOS HILLS COUNTY FIRE
DISTRICT:**

**SP McCLENAHAN, a California
Corporation:**

George Tyson, President of the Board

BY: Joshua McClenahan
ITS: Chief Operating Officer

ATTEST:

District Clerk

Exhibit B

Scope of Services

These specifications are for the removal or pruning of designated medium to large trees within District. The contract will be on a lump sum basis with the proposer providing all the necessary labor and equipment to satisfactorily complete the project. Please refer to Exhibit E, tree list for a complete list of trees to be removed and trimmed.

At any and all times, Proposer must have immediate access to any and all necessary equipment and assume liability for said equipment as if Proposer owns said equipment, even if it is leased. Proposer further assumes and any all responsibility for storage of the necessary equipment.

Necessary Equipment

1. Chipping Machine: Towed or truck mounted. Must meet all applicable Federal, State and manufacturer's standards.
2. Chip Box Truck: Two-ton minimum 10 cubic yard box with hydraulic dump.
3. Aerial lift truck: Must meet all applicable Federal, State and manufacturer's standards.
4. Must have cell phone or radio service that works in all areas of Los Altos Hills.
5. Must have a local 650 or 800 office phone number.
6. Must have at least one full time office employee to answer District resident's calls. The use of an answer machine is acceptable only after normal working hours and weekends. Answer of District resident's calls by cell phone in the "field" is not acceptable.
7. Must commit at least one supervisory person full time to service the needs of District residents both over the phone and in person in the field.
8. Office technology must be well equipped to handle work orders, billing, sorting and tracking of District resident in formation, preparation of reports and taking of photographs.
9. Billing to be completed by the 20th of each month with details for each jobsite listing including: resident's name, address, type of work, date completed, disposition of debris, photographs and cost.
10. Provide progress report every two weeks to District's Fire Consultant showing the information noted in item #9 above.

Standard tree trimming equipment shall be used and maintained in a satisfactory condition at all times complying with State and Federal/OSHA regulations. Equipment not suitable for tree removal shall not be permitted to operate on contract work. All tools shall be clean, sharp, and in a proper working order. They shall be checked for safety before each job. All trucks, chippers and aerial lift devices, and other equipment shall be in good operating condition, well maintained and in compliance with applicable laws and regulations.

Safety and Traffic Control

Special care and preparation shall be taken in all work areas to avoid conditions that will create hazards. The Proposer shall conduct work so as to cause the least possible obstruction and inconvenience to traffic and the general public. Lane closures and traffic control shall be done in accordance with the manual of Traffic controls, State of California and U.S. Department of Transportation FHWA, the Town of Los Altos Hills and Santa Clara County. The Proposer is responsible for providing all approved traffic control devices, including advance warning signs, arrow boards and traffic cones of an adequate number to safety redirect traffic. Traffic control plan must be approved by the Town of Los Altos Hills and/or Santa Clara County.

Proposer shall provide and maintain fire extinguishing equipment at all times and as directed by the District.

Tree Pruning

Branches and limbs to be pruned up to at least 15 feet from ground level unless otherwise specified in the arborist report.

All exfoliating, shedding or sloughing bark on the full length of the tree trunk to be removed.

All debris, dead or broken branches are to be removed within the drip line (and further if necessary) of the tree to soil level.

All dead or broken branches on the tree are to be removed.

Tree Removal

Tree(s) to be cut leaving no more than a 6-inch stump. Stump removal is the property owner's responsibility. The District will not pay for stump removal.

Removal of Brush and Wood

All tree waste and debris resulting from tree removals shall be promptly removed from the work site at the completion of each work day.

Coordination of Work

The Proposer shall be responsible for coordinating all tree work activity with the District representative.

The Proposer shall establish a uniform time schedule for performance of tree work, which shall conform to Town of Los Altos Hills and County of Santa Clara work hours.

Scheduled tree work shall be performed during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday and Saturday, if necessary.

The Proposer is required to enter into a short agreement with each property owner to enter the property to perform the work. The agreement will be prepared by the Proposer and reviewed by the District. The agreement can be the same for all property owners, with the only modification being the address of the property.

Final Site Cleaning

Upon completion of tree removal the area shall be cleaned to a condition that is at least equal to that which existed prior to the start of the work. District, County, or private property including road ways, sidewalks, undergrowth, adjacent shrubbery or tree, and irrigation system sustaining damage or other injury resulting from tree removal operation shall receive corrective treatment or replacement at Proposer's cost.

Quality Specifications

The Proposer shall ensure that work performed be continually monitored to maintain work consistent with high industry standards and provide regular and systematic inspections by its own supervisory personnel of all work sites. The Proposer is expected to have a system approach that decreases the number of complaints and ensures ongoing customer satisfaction. The District, in its sole discretion, shall have the right to inspect any the Proposer's training records, prior complaints, or any other related documents upon request.

Response Specification

The Proposer will respond to notice of problems received from the District staff regarding the quality of services within 24 hours. The District reserves the right to monitor and evaluate the progress and performances of the Proposer to ensure the terms of the agreement are being met.

The Proposer shall provide labor, equipment, tools, supplies, (unless otherwise noted), supervision, management and other resources and services needed to perform the duties required.

Employees of the Proposer will be required to adhere to District, County of Santa Clara and Town of Los Altos Hills Safety regulations and policies. The Proposer agrees that it will, upon notice, immediately remove any supervisor or employee who is unsatisfactory to the District.

The Proposer shall not represent that it and its employees are agents or employees of the District. Personnel shall be thoroughly trained and qualified in the work assigned to them.

All of the Proposers employees shall display identification cards at all times that include their name and company.

Time of Completion

The time for completion is ninety (90) working days from Notice to Proceed ("Time of Completion"). The Time of Completion may be extended by mutual agreement of the parties.

Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the Friday following Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be the designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Proposer is not authorized to perform any work until he has received a Notice to Proceed from the District. Within five (5) working days after the effective date of such Notice to Proceed, the Proposer shall commence work and shall diligently prosecute the same to completion within the Time of Completion.

The Proposer shall notify the District, in writing, of his intent to begin work at least seventy-two (72) hours before work is begun and shall specify the date the Proposer intends to start.

Should the Proposer begin work in advance of receiving the Notice to Proceed and providing notice to the District, any work performed by him in advance of such notice shall be considered as having been done by him at his own risk and as a volunteer without compensation.

Other Requirements

The Proposer shall record all work, showing date of performance, area where work is performed, and percentage of work performed. Records will be made available to the District upon request.

The Proposer shall report to the District as soon as possible after any accident resulting in death or injury to persons or damage to property.

If the problem is critical in nature and requires immediate action, the District shall be notified immediately.

The Proposer shall immediately call the Town of Los Altos Hills or Santa Clara County and report any circumstances that will create hazardous or unhealthful conditions involving public facilities, roads, pathways and etc.

The property owner shall be responsible for obtaining all required tree removal permits.

DRAFT

Exhibit C

Cost Schedule

In the following bid schedule, the lump sum price shall be written in both WORDS AND FIGURES.

The cost schedule shall include all work and requirements described in the Request for Proposal.

The Proposer is encouraged to view the sites indicated on Map of Areas 1 & 2 (Exhibit A) where the trees at issue may be viewed from the street to prior to preparation of their proposal which shall include all associated costs to complete the project. Proposer shall not enter private property under any circumstances.

The work includes all labor, materials and supervision as necessary for the Tree Pruning and Removal Program (Areas 1 & 2) and all other related and incidental items.

Lump Sum Price of _____ (written in words and figures)

DRAFT

**Exhibit D - AGREEMENT FOR
Professional Services**

This Agreement for Professional Services ("Agreement") is made and entered into this _____ day of _____, by and between the Los Altos Hills County Fire District, ("District") and _____ ("Tree Services Contractor") (collectively, "Parties").

RECITALS

A. The District desires to retain the professional consulting services of Tree Services Contractor as an independent contractor to provide services to the District, as described in more detail in Exhibit A. Tree Services Contractor will work with the District to remove or prune trees located on private property within the District at the direction of the District.

B. Tree Services Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE AND LEVEL OF SERVICES. The nature, scope and level of the specific services to be performed by Tree Services Contractor are as set forth in detail in Exhibit A attached hereto.

2. TIME OF PERFORMANCE. The services shall be performed on a timely, regular basis in accordance with the Schedule of Performance attached hereto as Exhibit B. The District's Consultant, Stu Farwell or his designee, has sole discretion whether or not to issue one or more Notices to Proceed.

3. STANDARD OF PERFORMANCE. As a material inducement to the District to enter into this Agreement, Tree Services Contractor hereby represents and warrants that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Tree Services Contractor agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Tree Services Contractor's profession and in a manner reasonably satisfactory to the District. Tree Services Contractor hereby covenants that it shall follow professional standards in performing all services required hereunder and will perform the services to a standard of reasonable professional care. If Tree Services Contractor requests, and District approves use of any subcontractors, Tree Services Contractor shall be solely responsible for ensuring that the subcontractors meet the work standards and insurance requirements required of Tree Services Contractor under this Agreement.

4. COMPLIANCE WITH LAW. All services rendered hereunder by Tree Services Contractor shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the District, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered. Such compliance with the law shall include, but not be limited to, compliance with any and all applicable prevailing wage regulations.

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required hereunder have been satisfactorily completed by Tree Contractor, unless earlier terminated pursuant to Section 17, below.

6. COMPENSATION. The District agrees to compensate Tree Services Contractor for its services according to the fee schedule set forth in Exhibit C, to a maximum of _____ (\$_____). The District also agrees to compensate Tree Services Contractor for its out-of-pocket expenses to the extent authorized in Exhibit C. In no event shall the total compensation and costs payable to Tree Services Contractor under this Agreement exceed the sum of _____ (\$_____), unless specifically approved in writing by the District.

7. METHOD OF PAYMENT. Tree Services Contractor shall invoice the District for work performed after each task is completed as set forth in Exhibit B. Payments to Tree Services Contractor by District shall be made within thirty (30) days after receipt by District of Tree Services Contractor's itemized invoices.

8. REPRESENTATIVE. _____ is hereby designated as the representative of Tree Services Contractor authorized to act on its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of _____ were a substantial inducement for District to enter into this Agreement. Therefore, _____ shall be responsible during the term of this Agreement for directing all activities of Tree Services Contractor and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Tree Services Contractor without the express written approval of the District.

9. INDEPENDENT CONTRACTOR. Tree Services Contractor is, and shall at all times remain as to the District, a wholly independent contractor and not an agent or employee of District. Tree Services Contractor shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Tree Services Contractor receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Tree Services Contractor shall not be eligible for benefits and shall receive no compensation from the District except as expressly set forth in this Agreement. Tree Services Contractor shall have no power to incur any debt, obligation, or liability on behalf of the District or otherwise act on behalf of the District as an agent. Neither the District, nor any of its agents shall have control over the conduct of Tree Services Contractor or any of Tree Services Contractor's employees, except as set forth in this Agreement. Tree Services Contractor shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the District. Tree Services Contractor agrees to pay all required taxes on amounts paid to Tree Services Contractor under this Agreement, and to indemnify and hold the District harmless from any and all taxes, assessments, penalties, and interest asserted against the District by reason of the independent contractor relationship created by this Agreement. Tree Services Contractor shall fully comply with the worker's compensation law regarding Tree Services Contractor and Tree Services Contractor's employees. Tree Services Contractor further agrees to indemnify and hold the District harmless from any failure of Tree Services Contractor to comply with applicable worker's compensation laws. The District shall not have the right to offset against the amount of any fees due to Tree Services Contractor under this Agreement any amount due to District from Tree Services Contractor as a result of Tree Services Contractor's failure to promptly pay the District any reimbursement or indemnification arising under this Section.

10. CONFIDENTIALITY. Tree Services Contractor, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the District. Tree Services Contractor covenants that all data, documents, discussion, or other information developed and received by Tree Services Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Tree Services Contractor without written authorization by the District. The District shall grant such authorization if disclosure is required by law. Upon request, all District data shall be returned to the District upon the termination of this Agreement. Tree Services Contractor's covenant under this Section shall survive the termination of this Agreement.

1. OWNERSHIP OF MATERIAL. All reports, documents, or other written materials developed or discovered by Tree Services Contractor or any other person engaged directly or indirectly by Tree Services Contractor in the performance of this Agreement shall be and remain the property of the District without restriction or limitation upon its use or dissemination by the District.

2. CONFLICT OF INTEREST. Tree Services Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Tree Services Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Tree Services Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Tree Services Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Tree Services Contractor agrees not to accept any employment or representation during the term of this Agreement which is or may make Tree Services Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Tree Services Contractor has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Tree Services Contractor from accepting other engagements with the District.

3. ASSIGNABILITY; SUBCONTRACTING. The Parties agree that the expertise and experience of Tree Services Contractor are material considerations for this Agreement. Tree Services Contractor shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Tree Services Contractor's obligations hereunder, without the prior written consent of the District, and any attempt by Tree Services Contractor to do so shall be void and of no effect and a breach of this Agreement.

4. INDEMNIFICATION.

14.1 To the fullest extent permitted by law, Tree Services Contractor shall indemnify, defend (with independent counsel approved by the District) and hold harmless the District, and its elective or appointive boards, officers, employees agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Agreement due to the acts or omissions of Tree Services Contractor or Tree Services Contractor's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification.

14.2 With regard to Tree Services Contractor's professional services, Tree Services Contractor agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Tree Services Contractor's profession, including without limitation

adherence to all applicable safety standards. To the fullest extent permitted by law, Tree Services Contractor shall indemnify, defend (with independent counsel approved by the District) and hold harmless the District, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs and costs of alternative dispute resolution regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Tree Services Contractor or Tree Services Contractor's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of said services and duties by District shall not operate as a waiver of such right of indemnification.

14.3 The District does not and shall not waive any rights that they may possess against Tree Services Contractor because of the acceptance by the District or the deposit with the District of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

5. INSURANCE REQUIREMENTS. Tree Services Contractor agrees to have and maintain the policies set forth in Exhibit D entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District's Attorney as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the District's Attorney. Tree Services Contractor agrees to provide District with a copy of said policies, certificates, and/or endorsements before work commences under this Agreement. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

6. SUSPENSION. The District may, in writing, order Tree Services Contractor to suspend all or any part of Tree Services Contractor's services under this Agreement for the convenience of the District, or for work stoppages beyond the control of the District or the Tree Services Contractor. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding one hundred twenty (120) days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

17. TERMINATION.

17.1 This Agreement may be terminated by either the District or Tree Services Contractor following twenty (20) days written notice of intention to terminate. In the event the Agreement is terminated, Tree Services Contractor shall be paid for any services properly performed and authorized to the last working day the Agreement is in effect and Tree Services Contractor shall not be entitled to any other compensation. Tree Services Contractor shall substantiate the final cost of services by an itemized, written statement submitted to the District. The District's right of termination shall be in addition to all other remedies available under law to the District.

17.2 In the event of termination, Tree Services Contractor shall deliver to the District copies of all reports, documents, and other work prepared by Tree Services Contractor under this Agreement, if any. If Tree Services Contractor's written work is stored electronically,

Tree Services Contractor shall, in addition to providing a written copy of the information shall provide the District with the electronic files. District shall not pay Tree Services Contractor for services performed by Tree Services Contractor through the last working day the Agreement is in effect unless and until Tree Services Contractor has delivered the above described items to the District.

18. TREE SERVICES CONTRACTOR'S BOOKS AND RECORDS. Tree Services 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, supplies, materials, or equipment provided to District for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Tree Services Contractor pursuant to this Agreement. Tree Services Contractor understands that the Public Records Act may apply to documents created under this Agreement and Tree Services Contractor covenants and agrees to assist District in responding to Public Record Act Requests at no additional cost to District. Tree Services Contractor agrees that the Tree Services Contractor's covenants under this Section shall survive the termination of this Agreement.

19. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the District of the performance of any work or services by Tree Services Contractor shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the District's making of any payment to Tree Services Contractor constitute or be construed as a waiver by the District of any breach of this Agreement, or any default which may then exist on the part of Tree Services Contractor, and the making of any such payment by the District shall in no way impair or prejudice any right or remedy available to the District with regard to such breach or default.

20. NOTICES. Any notices, bills, invoices, reports or other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by facsimile transmission with verification of receipt or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To District:

Los Altos Hills County Fire District
P.O. Box 1766
Los Altos, CA 94023-1766

To Tree Services Contractor:

Fax: (____) _____

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Tree Services Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Tree Services Contractor will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

22. ATTORNEYS' FEES; VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be Santa Clara County.

23. COOPERATION. In the event any claim or action is brought against the District relating to Tree Services Contractor's performance or services under this Agreement, Tree Services Contractor shall render any reasonable assistance and cooperation which District might require.

24. EXHIBITS. PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the District and Tree Services Contractor. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Tree Services Contractor shall be for only a not-to-exceed sum.

IN WITNESS WHEREOF, the District and Tree Services Contractor have executed this Agreement effective as of the date written above.

DISTRICT:

TREE SERVICES CONTRACTOR:

By: _____
President of the Commission

By: _____

Name (printed): _____

Title: _____

EIN _____

ATTEST:

District Secretary

RESOLUTION NO. _____

**RESOLUTION OF THE LOS ALTOS HILLS COUNTY FIRE DISTRICT
APPROVING AND AUTHORIZING EXECUTION OF A FOURTH AMENDMENT
TO THE AGREEMENT BETWEEN THE LOS ALTOS HILLS COUNTY FIRE
DISTRICT AND SP McCLENAHAN, a CALIFORNIA COPORAION**

WHEREAS, the Board of Directors of the Los Altos Hills County Fire District (“District”) has read and considered that certain Fourth Amendment to the Agreement between the District and SP McClenahan, a California Corporation (“Consultant”).

WHEREAS, the District wishes to continue with its Tree Trimming and Removal Program (“Program”) with SP McClenahan beyond September 30, 2016, through October 31, 2016, where the funds have been budgeted for the Tree Trimming and Removal Program.

NOW, THEREFORE, the Board District does **RESOLVE** as follows:

1. Public interest and convenience require the District to enter into the Third Amendment to the Agreement described above.
2. The District hereby approves the Fourth Amendment to the Agreement and the President of the District’s Board is hereby authorized on behalf of the District to execute the Fourth Amendment to the Agreement between the District and SP McCLENAHAN, a California Corporation.
3. Stu Farwell, the District Consultant, is authorized to issue Notice(s) to Proceed in his discretion.

PASSED AND ADOPTED this ____ day of _____, 2016.

By:

George Tyson, Board President

ATTEST:

District Clerk