

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

328



FROM: Fire Dept.

SUBMITTAL DATE:
September 16, 2010

SUBJECT: APPROVAL OF THE AGREEMENTS TO PROVIDE HAZARD TREE REMOVAL AND FUEL REDUCTION FOR THE COUNTY FIRE AGENCY

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the one-year agreements with the four vendors listed below, ranked in ascending order based on their rates, in the aggregate amount of \$750,000.
 Primary: West Coast Arborists, Inc., in the annual amount of \$350,000
 Secondary: Stand Dynamics, LLC, in the annual amount of \$200,000
 Tertiary: Pacific Slope Tree Cooperative, Inc., in the annual amount of \$100,000
 Quaternary: Sullivan Logging Company, Inc., in the annual amount of \$100,000, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance 459.4, to move the funds among the vendors, exercise the renewal options for up to four (4) additional one-year periods not to exceed \$750,000 in aggregate annually and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, and;
3. Direct the Clerk of the Board to return four (4) original signed agreements to Purchasing and Fleet Services. **(Continued on Page 2)**

PETER LENT

Peter Lent
John Hawkins
Fire Chief

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 750,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 50% SFA and 50% ARRA Grant Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

Robert Tremaine
BY: Robert Tremaine

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: October 5, 2010
xc: Fire, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: #3.78 on 9/18/07 #3.57 on 7/14/09 #3.60 on 9/01/09	District:	Agenda Number:
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**ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD**

3.18

FORM APPROVED BY COUNTY COUNSEL
DATE 9/16/10
BY NEAL R. KIPNIS

Purchasing
Mark Seiler, Assistant Director

Consent Policy
 Consent Policy

Dep't Recomm.:
 Per Exec. Ofc.:

BOARD OF SUPERVISORS

**FORM 11: APPROVAL OF THE AGREEMENTS TO PROVIDE HAZARD TREE REMOVAL
AND FUEL REDUCTION FOR THE COUNTY FIRE AGENCY**

PAGE 2

BACKGROUND

The purpose of these awards is to provide the Riverside County pre-fire unit with another approach in hazard tree removal and fuel reduction. Fire has been awarded several grants, and both the SFA (State Fire Assistance) and ARRA (American Recovery and Reinvestment Act) grants allow for the continuation and expansion of dead tree removal and other related fuels reduction programs on non-federal lands within the San Jacinto Mountains. The Emergency and Non-Emergency Tree Services contract (FPARC-082) is another program in which dead and dying trees and hazardous fuels are treated in and around the mountain communities. This program will be 100% funded by the SFA and ARRA grants. In addition, these contracts will allow Riverside County Fire Department to call for emergency tree removal assistance to help mitigate fire and other emergencies throughout the County.

PRICE REASONABLENESS

County Purchasing, on behalf of the Fire Agency, released a Request for Proposal (RFP) number FPARC-082, mailing solicitations to multiple contractors, and advertised on the County's website, with five bid responses received. An evaluation team consisting of personnel from the County Purchasing and Fire Department reviewed the proposals. The evaluation team scored each proposal based on the bidder's overall responsiveness, general understanding of the RFP requirements, bidder's experience and ability, overall cost, references, equipment capability, financial status, and licenses/certifications. After the close of bids, the four most responsive and responsible proposals were selected, West Coast Arborists, Stand Dynamics, LLC, Pacific Slope Tree Cooperative, Inc., and Sullivan Logging Company, Inc. with average fees ranging from \$42 up to \$109, depending on the type of service and equipment needed.

As the Fire Department determines a need to remove trees, slash or logs on non-federal lands, they will issue a work order for the project to the Contractor with the lowest rates per the awarded agreements. If the Contractor with the lowest rates decides not to accept a project or cannot meet the County's completion date, the next lowest Contractor will be issued the work order.

The evaluation team is requesting that the Board of Supervisors approve and execute the agreements with the following qualified Licensed Timber Operators (LTO): West Coast Arborists, Stand Dynamics, LLC, Pacific Slope Tree Cooperative, Inc., and Sullivan Logging Company, Inc.; for an aggregate amount not to exceed \$750,000.

REVIEW/APPROVAL

Purchasing and County Counsel concurs with this request.

SERVICE AGREEMENT

for

EMERGENCY AND NON-EMERGENCY TREE SERVICES

between

COUNTY OF RIVERSIDE

and

WEST COAST ARBORISTS, INC



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This Agreement, made and entered into this ____ day of September, 2010, by and between West Coast Arborists, Inc, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of eight (8) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

1.5 This Agreement shall be awarded to four CONTRACTORS, the primary CONTRACTOR shall mean West Coast Arborists, Inc, secondary CONTRACTOR shall mean Stand Dynamics LLC, tertiary CONTRACTOR shall mean Pacific Slope Tree Company, and quaternary CONTRACTOR shall mean Sullivan Logging Company, Inc. The jobs will be awarded based on lowest price, and in ascending order from primary, to secondary, tertiary, and then quaternary, and based on each CONTRACTOR's availability.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through September 27, 2011, with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. CONTRACTOR understands that the COUNTY's budget for these services from ALL CONTRACTORS providing such services, shall not exceed the aggregate amount with the four awarded CONTRACTORS of seven hundred and fifty thousand dollars (\$750,000) per year, and this contract shall not exceed three hundred and fifty thousand dollars (\$350,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Tree services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Fire

PO Box 2097

Idyllwild, CA 92549

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FPARC-98802-001-09/11) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. **Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. **Termination**

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination;
- and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of CONTRACTOR**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent CONTRACTOR

The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or

direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose

other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Fire
PO Box 2097
Idyllwild, CA 92549

County of Riverside
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

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

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the RFP# FPARC-082

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than

two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

22.4 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

CONTRACTOR:

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

Signature: Marion Ashley

Signature: [Handwritten Signature]

Print Name: MARION ASHLEY

Print Name: Patrick Mahoney

Title: CHAIRMAN, BOARD OF SUPERVISORS

Title: President

Dated: OCT 05 2010

Dated: _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 10/5/10

ATTEST:
KECIA HARPER-IHEM, Clerk
BY: [Handwritten Signature]
DEPUTY

**EXHIBIT A
SCOPE OF SERVICE**

Primary, Secondary, Tertiary, and Quaternary Ranking Order of CONTRACTORS:

Primary CONTRACTOR shall mean West Coast Arborists, Inc

Secondary CONTRACTOR shall mean Stand Dynamics LLC

Tertiary CONTRACTOR shall mean Pacific Slope Tree Company

Quaternary CONTRACTOR shall mean Sullivan Logging Company

Each CONTRACTOR will be contacted by COUNTY Fire (RVC) for the removal of fell and dead, dying and live trees, cleanup of pre-existing logs, slash, and debris, trim trees or other arboricultural /environmental mitigation services. If the Primary CONTRACTOR is unable to respond or fulfill County Fire's requirements, the Secondary CONTRACTOR may then be contacted, then the third, and finally the fourth CONTRACTOR. The ranking of job orders will be in ascending order.

The following scope of activities shall be the responsibility of CONTRACTOR:

1.1 Estimates

Estimates may be required for these projects and will be based upon the CONTRACTOR's rates for their listed equipment. All estimates will be in itemized form, listing the number of hours for all equipment/laborers and their respective totals, and a total estimate cost. These estimates will be revisable between county contract administrators and the CONTRACTOR, if such circumstances should arise. All revisions will be documented by the CONTRACTOR and submitted to the county for their approval.

1.2 Licensing Requirements

Selected CONTRACTORS will be required to have a Licensed Timber Operator (LTO) "A" license and a California State License Board (CSLB), C27 "Landscaping CONTRACTOR" or a C61 "Limited Specialty"-D49, "Tree Service" license.

1.3 Description of Services

CONTRACTOR will be required to fell and remove dead, dying and live trees, cleanup of pre-existing logs, slash, and debris, trim trees or other arboricultural /environmental mitigation services as required by the County. CONTRACTOR may be required to perform tree work in semi-emergency conditions; therefore, be available to respond to work within a 2 hour notice. The 2 hour notice component of this contract is at the discretion of the County and will be decided on a case by case basis. Prior to beginning any time and material project, the CONTRACTOR will provide a supervisor who has authority to negotiate with a County contract administrator. The supervisor and County administrator will discuss and negotiate an hourly time frame, number of personnel, and type of equipment needed that each project will require for completion.

1.4 General

These guide specifications are intended to convey the County's minimum requirements for tree abatement services; which are in compliance with all codes, regulations, and agencies having jurisdiction. CONTRACTOR will be required to have, at a minimum, the tools, and equipment listed in Section 1.12, page 19-20 of this agreement for each crew. A man hour labor rate for services shall be submitted by each prospective bidder. In addition, each prospective bidder shall submit an hourly rate for the mobile and logging equipment list Section 1.13, page 20 of this agreement. Travel time

to and from a project site will not be paid. The LTO will need to submit a qualification package with all mobile and logging equipment that is available for hire with hourly rates. The mobile and logging equipment rate will include an operator and all costs of operating equipment (fuel, lubricants, and maintenance). Wood disposal fees are to be directly and separately invoiced from the hourly rates at the conclusion of any project. The LTO selection process will be awarded by competitive bid; however, RVC reserves the right to select other than the low-bid CONTRACTOR if it is determined that the low-bid CONTRACTOR cannot meet the performance specifications for the contract at the bid price. RVC may select one or more LTO's for this contract.

1.5 Requirements for Tree Felling and Fuels Removal

The work shall be accomplished through the following methods:

- a) Felling of identified trees and fuel which may be located in close proximity to any and all property of others including but not limited to structures and other improvements.
- b) CONTRACTOR shall be responsible to evacuate all individuals not associated with the felling of trees from the area where any tree or part of a tree may fall.
- c) CONTRACTOR shall make every effort to move or have the owners move all mobile personal property from the area where a tree or part of a tree may fall.
- d) CONTRACTOR shall, by use of tape or cones or other methods approved by the Contract Administrator, mark off the area where a tree or part of a tree may fall in a manner sufficient to alert individuals that may come upon the work area during the felling operation.
- e) If the tree(s) to be felled are close enough to any roadway, either private or public, such that the tree or part of the tree could fall upon the roadway, CONTRACTOR shall, through the use of flagmen, cones or other approved means effectively block traffic from any risk of being hit by a falling tree or parts of a tree. If the work to be performed is more of a fuel reduction nature, such as brush removal or slash, and not necessarily standing trees or a combination of the two, the same protection measures shall apply.
- f) Limbing the felled tree(s).
- g) Bucking the felled tree(s) into lengths short enough to allow the CONTRACTOR to move the logs off the property or, if approved, into an area on the property suitable for tarping.
- h) Removal of all logs and limb-wood of eight (8) inch or greater diameter to approved locations or destinations within seven days after cutting. Tarping on site, in lieu of removal, must be approved by the Contract Administrator in writing.
- i) Chipping or other approved disposal of all material smaller than eight (8) inch diameter.

1.6 Scheduling

The CONTRACTOR is advised that certain inconveniences may be encountered. The work shall be so planned and executed in such a manner as to keep disruption of County Business to a minimum. Complete cooperation between the CONTRACTOR and the County will be necessary to expedite the work with the least amount of interference or delay. No portion of work shall begin without the CONTRACTOR giving notice and obtaining approval from the County.

1.7 Requirements Prior To and Concurrent With Tree Felling and Fuels Treatment

CONTRACTOR shall ensure that all applicable portions of the current California Forest Practice Rules are complied with for all operations. This includes, but is not limited to: protecting archeological sites, protecting threatened and endangered species/habitat and watercourse protection. The current lifting of the requirement for filing the appropriate Timber Harvest Plan documents is only in effect for the duration of the governor's emergency declaration.

1.8 Invoices

All invoices shall contain the following:

- a) Printed on a company letterhead style document.
- b) County Fire's project number.
- c) County Fire's service call number.
- d) Project name and location.
- e) Date of service.
- f) Date of completion.
- g) CDF/RVC Inspector's name.
- h) An itemized list of equipment used on the project with the number of hours and their totals.
- i) CONTRACTOR's invoice number.
- j) Signature of an authorized company representative and his/her title.
- k) Invoice total.
- l) Grinding receipt totals and attached originals of receipts.

1.9 Fire Prevention

The work required by this contract has a high risk for starting a fire due to equipment being used near dry combustible wood and debris. During hot weather with low humidity, this risk is intensified. The US Forest Service uses an index (or decision support system) known as Project Activity Levels (PAL, see Section 1.15, page 20-24 of agreement) to reduce the risk of CONTRACTOR operations starting a fire. The PAL system also allows for mitigations in some cases to allow work to continue during higher risk periods. The CONTRACTOR will be required to comply with the PAL system and reduce or suspend work on this contract in accordance with the PAL system and the prohibited activities at each level. The bids for this contract need to factor in the effect of possible PAL restrictions during the performance time of the contract. See Section 1.15, page 20-24 of agreement for more information on the PAL system. RVC may at its discretion waive or amend some or all of these requirements on a case by case basis if there are public safety concerns regarding any particular time and material project.

1.10 Safety

CONTRACTOR shall be solely and completely responsible for condition of the premises on which the work is performed and for safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously. CONTRACTOR shall conform to all governing safety regulations.

1.11 Quality Assurance

The CONTRACTOR shall use an adequately number of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.

1.12 REQUIRED TOOLS AND EQUIPMENT LIST

- a) All required OSHA safety and personal protective equipment.
- b) Climbing Chain saw.
- c) Chain saw with minimum 30 inch bar.

- d) Bull rope and other required rigging for technical tree work.
- e) Climbing rope with saddle harness.
- f) Assorted chain saw maintenance tools.
- g) Assorted axes, wedges, hand saws, pole and hand pruners, rakes, brooms, leaf blowers and other associated tools commonly used in the tree care industry.
- h) Transportation to and from job site for personnel and equipment.

1.13 MOBILE & LOGGING EQUIPMENT LIST

- a) 4-wheeled drive climbing truck with covered container capable of hauling and dumping chips and towing a chipper.
- b) 2-wheeled truck with boom and bucket, covered container capable of hauling and dumping chips and towing a chipper.
- c) Skidder with attached cable winch.
- d) "Skid Steer"- bobcat tractor or equivalent.
- e) Log Loader with Truck to haul off logs.
- f) Self loading log truck

1.14 Optional Logging Equipment List

- a) Tracked-type masticator or equivalent.
- b) Logging helicopter.
- c) Extendable boom style crane.
- d) Small capacity cable logging system.
- e) Other optional equipment. (Please list on separate sheet of paper).

1.15 PROJECT ACTIVITY LEVELS (PAL)

- A. Work as required by the contract documents.
- B. Furnish Fire Patrol. When mechanized equipment with high-speed rotary head is utilized, the Fire Patrol shall remain in the operational area until 8:00 p.m., unless otherwise agreed in writing.
- C. The following operations are prohibited from 1 p.m. until 8 p.m. local time.
 - C.1 Dead tree felling, limbing, or bucking except recently dead trees.
 - C.2 Operating high speed rotary head equipment.
 - C.3 Blasting.
- D. The following operations are prohibited from 1 p.m. until 8 p.m. local time:
 - D.1 Tractor, skidder, feller-buncher (without high speed rotary head), forwarder, chipper or shovel logging operations.
 - D.2 Cable yarding with gravity operated logging systems employing non-motorized carriages when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.
 - D.3 Mechanized loading and hauling, except log trucks already at the landing.
 - D.4 Hand felling green or recently dead material.
 - D.5 Power saw use at landings.

- D.6 Welding or cutting of metal except by special permit.
- D.7 Any other spark-emitting operation except by special permit.

- D. The following operations are prohibited:
 - D.8 Blasting between hours of 10 a.m. and 8 p.m.
 - D.9 Cable yarding except as stated above.
 - D.10 Mechanized operations for felling (with high speed rotary head), bucking, and limbing.
 - D.11 Felling dead material.
 - D.12 Road clearing and pioneering in uncleared areas.
 - D.13 Mechanized slash disposal.

- E. All following activities may operate:
 - E.1 Hauling and loading of logs decked at landings.
 - E.2 Equipment at approved sites may be serviced.
 - E.3 Roads: Dust abatement or rock aggregate installation (does not include pit development)
 - E.4 Chainsaw operation associated with loading
 - E.5 All other operations may continue until 1:00 PM local time when CONTRACTOR and Forest Service agree to variance.

- E. Operations are prohibited except as provided for below in item E6 below:
 - E.6 Trucks at landing may be loaded and can leave area.
 - E.7 Equipment at landings may be serviced.
 - E.8 Roads: dust abatement or rock/aggregate installation.

- F. Operations prohibited.
 - F.1 The CONTRACTOR shall conform to the limitations or requirements of the Project Activity Level (PAL) obtained from the Forest Service or provided by RVC before starting work each day. As practicable, the predicted activity levels shall be obtained from the Forest Service and utilized to plan and determine the following day's activity levels by 4:00 pm each afternoon. If the PAL is not available from the Forest Service, RVC will be responsible to provide this information to the CONTRACTOR. The activity level may be changed at any time if, in the judgment of RVC the fire danger is higher or lower than predicted. The decision to change the activity level and when to change the activity level are within the discretion of RVC.

 - F.2 The fire hazard conditions are expected to be high during the duration of the project. The CONTRACTOR shall comply with all rules pertaining to fire protection outlined in the California Public Resources Code 4428. The CONTRACTOR shall have on site the following Fire Tools or Equipment for each personnel vehicle, tractor or other heavy equipment on site:
 - F.2.1 One ax or Pulaski with a 36 inch handle.
 - F.2.2 One round point shovel. (Length to be not less than 46 inches)
 - F.2.3 One fully charged fire extinguisher U. L. rated at 2-A: 10- BC

 - F.3 The CONTRACTOR shall have on site a sealed fire box. This sealed fire box will contain a 5 gallon water filled backpack pump, two axes or two Pulaski with a 36 inch handles two McLeod fire tools and a sufficient number of shovels for each employee at project site. A

shovel or fire extinguisher must be kept within 25 feet from each chain saw when used off cleared landing areas. Fire extinguishers shall be of the type and size set forth in the California Public Resources Code Section 4431. Internal combustion engines shall be equipped with spark arresters or mufflers per California Public Resources Code Section 4442.

- F.4 In order to provide additional fire protection and to allow the CONTRACTOR to work when the PAL level would otherwise require a reduction in or a shutdown of the CONTRACTORs operations, additional fire precautions and equipment may be required by the CONTRACTOR. Prior to suspending work, RVC will work with the CONTRACTOR on ways to mitigate the hazard through the use of additional on-site firefighting equipment and personnel beyond the existing contract requirements. PAL applicable to this project shall be for Fuel Model G, National Fire Danger Rating System, and Remote Automated Weather Station (RAWS).
- F.5 When the PAL level is B and if mechanized equipment with high-speed rotary head is utilized, the CONTRACTOR shall furnish a fire patrol consisting of one person with a filled 5 gallon backpack pump and a shovel or McLeod. The fire patrol person's sole duty and responsibility shall be to prevent, detect, and suppress any fire at the work location. The fire patrol person shall perform continuous re-inspection of the day's previously treated area and shall be responsible to see that the local fire department assistance is requested immediately upon discovery of a fire.
- F.6 When the PAL level is C and if the conditions outlined below are complied with the CONTRACTOR may perform dead tree felling, limbing, bucking and use mechanized equipment with high-speed rotary head between the hours of 1 pm and 8 pm. The CONTRACTOR shall furnish a fire patrol for each location (within 100 feet) where dead tree felling, limbing, bucking, and disposal or brush removal is occurring. The fire patrol person shall have a shovel or McLeod in addition to a filled 5 gallon backpack pump. The fire patrol person's sole duty and responsibility shall be to prevent, detect, and suppress any fire at the work location. The fire patrol person shall perform continuous re-inspection of the day's previously treated area and shall be responsible to see that the local fire department assistance is requested immediately upon discovery of a fire.
- F.7 The CONTRACTOR shall furnish a ready to use portable water tank truck or trailer. The water tank truck or trailer shall meet the following minimum specifications: contain at least 300 gallons of water; a combination straight stream-fog nozzle with 300 feet of one-inch fire hose, with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; nozzle discharge rating of six to 20 gallons per minute; a pump capable of delivering a minimum of 23 gallons per minute at 145 to 175 psi at sea level; power unit for pump shall have fuel for at least two hours operation, with ample transport available for immediate and safe movement of tank over roads serving the contract area; and shall be in good working order; pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. The water tank truck or trailer shall be either self propelled or able to be towed by a rubber-tired skidder, a 4x4 rubber tired farm truck tractor, or a crawler tractor. If not self propelled, the towing equipment shall be capable of towing the water tank truck or trailer to

- the area where needed. The towing tractor and portable water tank truck or trailer shall be conveniently located to the work areas and staged within the work area limits.
- F.8 The CONTRACTOR shall develop a notification and delivery system such that if a fire occurs, the water tank truck or trailer can be quickly and efficiently mobilized to the fire site and effectively operated to suppress the fire.
- F.9 In the event a water tank truck or trailer is not immediately available, the CONTRACTOR shall provide a portable (off road) compressed air foam dispensing (CAD), Class A fire suppression system as an acceptable substitute. All other additional emergency fire precautions shall apply. The CAD system shall meet the following minimum requirements:
- F.9.1 30 gallon capacity with 20:1 expansion ratio
 - F.9.2 100 feet of 1 inch hose.
 - F.9.3 Horizontal range of 50 feet.
 - F.9.4 100 psi nozzle.
 - F.9.5 5 minutes sustained use.
- F.10 When the PAL level is D and if the conditions outlined below are complied with the CONTRACTOR may perform: dead tree felling, limbing, bucking, chipping, cable yarding, mechanized slash disposal, shovel logging operations, and use mechanized equipment with high-speed rotary head between the hours of 1 pm and 8 pm.
- F.11 The CONTRACTOR shall furnish a fire patrol person as described above for Level C for dead tree felling limbing, bucking and disposal and a safe distance behind each piece of subject equipment for other operations described above under Level D. One fire patrol person may oversee more than one operation if he or she is within 100 feet and in plain view of each operation. The fire patrol person's sole duty and responsibility shall be to prevent, detect, and suppress any fire at the work location. The fire patrol person shall perform continuous re-inspection of the day's previously treated area and shall be responsible to see that the local fire department assistance is requested immediately upon discovery of a fire.
- F.12 The CONTRACTOR shall furnish a ready to use portable water tank truck or trailer. The water tank truck or trailer shall meet the following minimum specifications: contain at least 300 gallons of water; a combination straight stream-fog nozzle with 300 feet of one-inch fire hose, with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; nozzle discharge rating of six to 20 gallons per minute; a pump capable of delivering a minimum of 23 gallons per minute at 145 to 175 psi at sea level; power unit for pump shall have fuel for at least two hours operation, with ample transport available for immediate and safe movement of tank over roads serving the contract area; and shall be in good working order; pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. The water tank truck or trailer shall be either self propelled or able to be towed by a rubber-tired skidder, a 4x4 rubber tired farm truck tractor, or a crawler tractor. If not self propelled, the towing equipment shall be capable of towing the water tank truck or trailer to the area where needed. The towing tractor and portable water tank truck or trailer shall be immediately available and conveniently located within 1/4 mile (or closer if specified) of each operation or piece of subject equipment described above under level D. The

CONTRACTOR shall develop a notification and delivery system such that if a fire occurs, the water tank truck or trailer can be quickly and efficiently mobilized to the fire site and effectively operated to suppress the Fire.

- F.13 In the event a water tank truck or trailer is not immediately available, the CONTRACTOR shall provide a portable (off road) compressed air foam dispensing (CAD), Class A fire suppression system as an acceptable substitute. All other additional emergency fire precautions shall apply. The CAD system shall meet the following minimum requirements:
- F.13.1 30 gallon capacity with 20:1 expansion ratio
 - F.13.2 100 feet of 1 inch hose.
 - F.13.3 Horizontal range of 50 feet.
 - F.13.4 100 psi nozzle.
 - F.13.5 5 minutes sustained use.
- F.14 When the PAL level is Ev operations are allowed between daylight and 8 pm provided the CONTRACTOR meets the same fire precautions restrictions and requirements as at level D; however, no steel tracked-mounted equipment shall be operated.
- F.15 When the PAL Level is E the CONTRACTOR may service equipment at landings, engage in dust abatement, load trucks at landings and leave work area; however the CONTRACTOR must meet the same fire precautions restrictions and requirements as at level D.

**EXHIBIT B
PAYMENT PROVISIONS**

Man Hour Labor Rate for:

Basic Mobile & Logging Equipment (Included operator cost for each equipment)	Availability for use by Contractor or alternate supplier	Hourly Rate	Emergency Hourly Rate
4-wheeled drive climbing truck with covered container capable of hauling and dumping chips and towing a chipper.	X	\$42.00	\$42.00
2-wheeled drive truck with boom and bucket, covered container capable of hauling and dumping chips and towing a chipper.	X	\$42.00	\$42.00
Skidder with an attached cable winch.	X	\$42.00	\$42.00
"Skid Steer"-bobcat type tractor or equivalent.	X	\$42.00	\$42.00
Log Loader with truck to haul off logs.	X	\$42.00	\$42.00
Self loading log truck.	X	\$42.00	\$42.00
Small capacity cable logging system. (optional)	X	\$42.00	\$42.00
Other optional equipment. Please list any additional equipment/rates on a separate sheet of	X	\$42.00	\$42.00

Hourly Labor Rate for:
RATE

EMERGENCY HOURLY

Grounds person/Choker-Setter
Faller (with all required equipment)
Equipment Operator
Foreman
Traffic Control

\$ 42.00
\$ 42.00
\$ 42.00
\$ 42.00
\$ 42.00

\$ 42.00
\$ 42.00
\$ 42.00
\$ 42.00
\$ 42.00

SERVICE AGREEMENT

for

EMERGENCY AND NON-EMERGENCY TREE SERVICES

between

COUNTY OF RIVERSIDE

and

STAND DYNAMICS LLC



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This Agreement, made and entered into this ____ day of September, 2010, by and between Stand Dynamics LLC, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of eight (8) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

1.5 This Agreement shall be awarded to four CONTRACTORS, the primary CONTRACTOR shall mean West Coast Arborists, Inc, secondary CONTRACTOR shall mean Stand Dynamics LLC, tertiary CONTRACTOR shall mean Pacific Slope Tree Company, and quaternary CONTRACTOR shall mean Sullivan Logging Company, Inc. The jobs will be awarded based on lowest price, and in ascending order from primary, to secondary, tertiary, and then quaternary, and based on each CONTRACTOR's availability.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through September 27, 2011, with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. CONTRACTOR understands that the COUNTY's budget for these services from ALL CONTRACTORS providing such services, shall not exceed the aggregate amount with the four awarded CONTRACTORS of seven hundred and fifty thousand dollars (\$750,000) per year, and this contract shall not exceed two hundred thousand dollars (\$200,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Tree services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Fire
PO Box 2097
Idyllwild, CA 92549

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FPARC-98802-002-09/11); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination;
- and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of CONTRACTOR

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent CONTRACTOR

The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or

direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose

other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Fire
PO Box 2097
Idyllwild, CA 92549

County of Riverside
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Stand Dynamics LLC
P.O Box 680
Idyllwild, CA 92549

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the RFP# FPARC-082

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than

two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

22.4 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

CONTRACTOR:

Stand Dynamics LLC
PO BOX 680
Idyllwild CA 92549

Signature: Marion Ashley

Signature: Ed Arredondo

Print Name: MARION ASHLEY

Print Name: Ed Arredondo

Title: CHAIRMAN, BOARD OF SUPERVISORS

Title: Owner

Dated: OCT 05 2010

Dated: 9-7-10

ATTEST:
KECIA HARPER-IHEM, Clerk
By: Kecia Harper-Ihem
DEPUTY

FOR APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 9/21/10
NEAL R. KIPNIS DATE

**EXHIBIT A
SCOPE OF SERVICE**

Primary, Secondary, Tertiary, and Quaternary Ranking Order of CONTRACTORS:

Primary CONTRACTOR shall mean West Coast Arborists, Inc

Secondary CONTRACTOR shall mean Stand Dynamics LLC

Tertiary CONTRACTOR shall mean Pacific Slope Tree Company

Quaternary CONTRACTOR shall mean Sullivan Logging Company

Each CONTRACTOR will be contacted by COUNTY Fire (RVC) for the removal of fell and dead, dying and live trees, cleanup of pre-existing logs, slash, and debris, trim trees or other arboricultural /environmental mitigation services. If the Primary CONTRACTOR is unable to respond or fulfill County Fire's requirements, the Secondary CONTRACTOR may then be contacted, then the third, and finally the fourth CONTRACTOR. The ranking of job orders will be in ascending order.

The following scope of activities shall be the responsibility of CONTRACTOR:

1.1 Estimates

Estimates may be required for these projects and will be based upon the CONTRACTOR's rates for their listed equipment. All estimates will be in itemized form, listing the number of hours for all equipment/laborers and their respective totals, and a total estimate cost. These estimates will be revisable between county contract administrators and the CONTRACTOR, if such circumstances should arise. All revisions will be documented by the CONTRACTOR and submitted to the county for their approval.

1.2 Licensing Requirements

Selected CONTRACTORS will be required to have a Licensed Timber Operator (LTO) "A" license and a California State License Board (CSLB), C27 "Landscaping CONTRACTOR" or a C61 "Limited Specialty"-D49, "Tree Service" license.

1.3 Description of Services

CONTRACTOR will be required to fell and remove dead, dying and live trees, cleanup of pre-existing logs, slash, and debris, trim trees or other arboricultural /environmental mitigation services as required by the County. CONTRACTOR may be required to perform tree work in semi-emergency conditions; therefore, be available to respond to work within a 2 hour notice. The 2 hour notice component of this contract is at the discretion of the County and will be decided on a case by case basis. Prior to beginning any time and material project, the CONTRACTOR will provide a supervisor who has authority to negotiate with a County contract administrator. The supervisor and County administrator will discuss and negotiate an hourly time frame, number of personnel, and type of equipment needed that each project will require for completion.

1.4 General

These guide specifications are intended to convey the County's minimum requirements for tree abatement services; which are in compliance with all codes, regulations, and agencies having jurisdiction. CONTRACTOR will be required to have, at a minimum, the tools, and equipment listed in Section 1.12, page 19-20 of this agreement for each crew. A man hour labor rate for services shall be submitted by each prospective bidder. In addition, each prospective bidder shall submit an hourly rate for the mobile and logging equipment list Section 1.13, page 20 of this agreement. Travel time

to and from a project site will not be paid. The LTO will need to submit a qualification package with all mobile and logging equipment that is available for hire with hourly rates. The mobile and logging equipment rate will include an operator and all costs of operating equipment (fuel, lubricants, and maintenance). Wood disposal fees are to be directly and separately invoiced from the hourly rates at the conclusion of any project. The LTO selection process will be awarded by competitive bid; however, RVC reserves the right to select other than the low-bid CONTRACTOR if it is determined that the low-bid CONTRACTOR cannot meet the performance specifications for the contract at the bid price. RVC may select one or more LTO's for this contract.

1.5 Requirements for Tree Felling and Fuels Removal

The work shall be accomplished through the following methods:

- a) Felling of identified trees and fuel which may be located in close proximity to any and all property of others including but not limited to structures and other improvements.
- b) CONTRACTOR shall be responsible to evacuate all individuals not associated with the felling of trees from the area where any tree or part of a tree may fall.
- c) CONTRACTOR shall make every effort to move or have the owners move all mobile personal property from the area where a tree or part of a tree may fall.
- d) CONTRACTOR shall, by use of tape or cones or other methods approved by the Contract Administrator, mark off the area where a tree or part of a tree may fall in a manner sufficient to alert individuals that may come upon the work area during the felling operation.
- e) If the tree(s) to be felled are close enough to any roadway, either private or public, such that the tree or part of the tree could fall upon the roadway, CONTRACTOR shall, through the use of flagmen, cones or other approved means effectively block traffic from any risk of being hit by a falling tree or parts of a tree. If the work to be performed is more of a fuel reduction nature, such as brush removal or slash, and not necessarily standing trees or a combination of the two, the same protection measures shall apply.
- f) Limbing the felled tree(s).
- g) Bucking the felled tree(s) into lengths short enough to allow the CONTRACTOR to move the logs off the property or, if approved, into an area on the property suitable for tarping.
- h) Removal of all logs and limb-wood of eight (8) inch or greater diameter to approved locations or destinations within seven days after cutting. Tarping on site, in lieu of removal, must be approved by the Contract Administrator in writing.
- i) Chipping or other approved disposal of all material smaller than eight (8) inch diameter.

1.6 Scheduling

The CONTRACTOR is advised that certain inconveniences may be encountered. The work shall be so planned and executed in such a manner as to keep disruption of County Business to a minimum. Complete cooperation between the CONTRACTOR and the County will be necessary to expedite the work with the least amount of interference or delay. No portion of work shall begin without the CONTRACTOR giving notice and obtaining approval from the County.

1.7 Requirements Prior To and Concurrent With Tree Felling and Fuels Treatment

CONTRACTOR shall ensure that all applicable portions of the current California Forest Practice Rules are complied with for all operations. This includes, but is not limited to: protecting archeological sites, protecting threatened and endangered species/habitat and watercourse protection. The current lifting of the requirement for filing the appropriate Timber Harvest Plan documents is only in effect for the duration of the governor's emergency declaration.

1.8 Invoices

All invoices shall contain the following:

- a) Printed on a company letterhead style document.
- b) County Fire's project number.
- c) County Fire's service call number.
- d) Project name and location.
- e) Date of service.
- f) Date of completion.
- g) CDF/RVC Inspector's name.
- h) An itemized list of equipment used on the project with the number of hours and their totals.
- i) CONTRACTOR's invoice number.
- j) Signature of an authorized company representative and his/her title.
- k) Invoice total.
- l) Grinding receipt totals and attached originals of receipts.

1.9 Fire Prevention

The work required by this contract has a high risk for starting a fire due to equipment being used near dry combustible wood and debris. During hot weather with low humidity, this risk is intensified. The US Forest Service uses an index (or decision support system) known as Project Activity Levels (PAL, see Section 1.15, page 20-24 of agreement) to reduce the risk of CONTRACTOR operations starting a fire. The PAL system also allows for mitigations in some cases to allow work to continue during higher risk periods. The CONTRACTOR will be required to comply with the PAL system and reduce or suspend work on this contract in accordance with the PAL system and the prohibited activities at each level. The bids for this contract need to factor in the effect of possible PAL restrictions during the performance time of the contract. See Section 1.15, page 20-24 of agreement for more information on the PAL system. RVC may at its discretion waive or amend some or all of these requirements on a case by case basis if there are public safety concerns regarding any particular time and material project.

1.10 Safety

CONTRACTOR shall be solely and completely responsible for condition of the premises on which the work is performed and for safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously. CONTRACTOR shall conform to all governing safety regulations.

1.11 Quality Assurance

The CONTRACTOR shall use an adequately number of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.

1.12 REQUIRED TOOLS AND EQUIPMENT LIST

- a) All required OSHA safety and personal protective equipment.
- b) Climbing Chain saw.
- c) Chain saw with minimum 30 inch bar.

- d) Bull rope and other required rigging for technical tree work.
- e) Climbing rope with saddle harness.
- f) Assorted chain saw maintenance tools.
- g) Assorted axes, wedges, hand saws, pole and hand pruners, rakes, brooms, leaf blowers and other associated tools commonly used in the tree care industry.
- h) Transportation to and from job site for personnel and equipment.

1.13 MOBILE & LOGGING EQUIPMENT LIST

- a) 4-wheeled drive climbing truck with covered container capable of hauling and dumping chips and towing a chipper.
- b) 2-wheeled truck with boom and bucket, covered container capable of hauling and dumping chips and towing a chipper.
- c) Skidder with attached cable winch.
- d) "Skid Steer"- bobcat tractor or equivalent.
- e) Log Loader with Truck to haul off logs.
- f) Self loading log truck

1.14 Optional Logging Equipment List

- a) Tracked-type masticator or equivalent.
- b) Logging helicopter.
- c) Extendable boom style crane.
- d) Small capacity cable logging system.
- e) Other optional equipment. (Please list on separate sheet of paper).

1.15 PROJECT ACTIVITY LEVELS (PAL)

- A. Work as required by the contract documents.
- B. Furnish Fire Patrol. When mechanized equipment with high-speed rotary head is utilized, the Fire Patrol shall remain in the operational area until 8:00 p.m., unless otherwise agreed in writing.
- C. The following operations are prohibited from 1 p.m. until 8 p.m. local time.
 - C.1 Dead tree felling, limbing, or bucking except recently dead trees.
 - C.2 Operating high speed rotary head equipment.
 - C.3 Blasting.
- D. The following operations are prohibited from 1 p.m. until 8 p.m. local time:
 - D.1 Tractor, skidder, feller-buncher (without high speed rotary head), forwarder, chipper or shovel logging operations.
 - D.2 Cable yarding with gravity operated logging systems employing non-motorized carriages when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.
 - D.3 Mechanized loading and hauling, except log trucks already at the landing.
 - D.4 Hand felling green or recently dead material.
 - D.5 Power saw use at landings.

- D.6 Welding or cutting of metal except by special permit.
- D.7 Any other spark-emitting operation except by special permit.

- D. The following operations are prohibited:
 - D.8 Blasting between hours of 10 a.m. and 8 p.m.
 - D.9 Cable yarding except as stated above.
 - D.10 Mechanized operations for felling (with high speed rotary head), bucking, and limbing.
 - D.11 Felling dead material.
 - D.12 Road clearing and pioneering in uncleared areas.
 - D.13 Mechanized slash disposal.

- E. All following activities may operate:
 - E.1 Hauling and loading of logs decked at landings.
 - E.2 Equipment at approved sites may be serviced.
 - E.3 Roads: Dust abatement or rock aggregate installation (does not include pit development)
 - E.4 Chainsaw operation associated with loading
 - E.5 All other operations may continue until 1:00 PM local time when CONTRACTOR and Forest Service agree to variance.

- E. Operations are prohibited except as provided for below in item E6 below:
 - E.6 Trucks at landing may be loaded and can leave area.
 - E.7 Equipment at landings may be serviced.
 - E.8 Roads: dust abatement or rock/aggregate installation.

- F. Operations prohibited.
 - F.1 The CONTRACTOR shall conform to the limitations or requirements of the Project Activity Level (PAL) obtained from the Forest Service or provided by RVC before starting work each day. As practicable, the predicted activity levels shall be obtained from the Forest Service and utilized to plan and determine the following day's activity levels by 4:00 pm each afternoon. If the PAL is not available from the Forest Service, RVC will be responsible to provide this information to the CONTRACTOR. The activity level may be changed at any time if, in the judgment of RVC the fire danger is higher or lower than predicted. The decision to change the activity level and when to change the activity level are within the discretion of RVC.

 - F.2 The fire hazard conditions are expected to be high during the duration of the project. The CONTRACTOR shall comply with all rules pertaining to fire protection outlined in the California Public Resources Code 4428. The CONTRACTOR shall have on site the following Fire Tools or Equipment for each personnel vehicle, tractor or other heavy equipment on site:
 - F.2.1 One ax or Pulaski with a 36 inch handle.
 - F.2.2 One round point shovel. (Length to be not less than 46 inches)
 - F.2.3 One fully charged fire extinguisher U. L. rated at 2-A: 10- BC

 - F.3 The CONTRACTOR shall have on site a sealed fire box. This sealed fire box will contain a 5 gallon water filled backpack pump, two axes or two Pulaski with a 36 inch handles two McLeod fire tools and a sufficient number of shovels for each employee at project site. A

shovel or fire extinguisher must be kept within 25 feet from each chain saw when used off cleared landing areas. Fire extinguishers shall be of the type and size set forth in the California Public Resources Code Section 4431. Internal combustion engines shall be equipped with spark arresters or mufflers per California Public Resources Code Section 4442.

- F.4 In order to provide additional fire protection and to allow the CONTRACTOR to work when the PAL level would otherwise require a reduction in or a shutdown of the CONTRACTORs operations, additional fire precautions and equipment may be required by the CONTRACTOR. Prior to suspending work, RVC will work with the CONTRACTOR on ways to mitigate the hazard through the use of additional on-site firefighting equipment and personnel beyond the existing contract requirements. PAL applicable to this project shall be for Fuel Model G, National Fire Danger Rating System, and Remote Automated Weather Station (RAWS).
- F.5 When the PAL level is B and if mechanized equipment with high-speed rotary head is utilized, the CONTRACTOR shall furnish a fire patrol consisting of one person with a filled 5 gallon backpack pump and a shovel or McLeod. The fire patrol person's sole duty and responsibility shall be to prevent, detect, and suppress any fire at the work location. The fire patrol person shall perform continuous re-inspection of the day's previously treated area and shall be responsible to see that the local fire department assistance is requested immediately upon discovery of a fire.
- F.6 When the PAL level is C and if the conditions outlined below are complied with the CONTRACTOR may perform dead tree felling, limbing, bucking and use mechanized equipment with high-speed rotary head between the hours of 1 pm and 8 pm. The CONTRACTOR shall furnish a fire patrol for each location (within 100 feet) where dead tree felling, limbing, bucking, and disposal or brush removal is occurring. The fire patrol person shall have a shovel or McLeod in addition to a filled 5 gallon backpack pump. The fire patrol person's sole duty and responsibility shall be to prevent, detect, and suppress any fire at the work location. The fire patrol person shall perform continuous re-inspection of the day's previously treated area and shall be responsible to see that the local fire department assistance is requested immediately upon discovery of a fire.
- F.7 The CONTRACTOR shall furnish a ready to use portable water tank truck or trailer. The water tank truck or trailer shall meet the following minimum specifications: contain at least 300 gallons of water; a combination straight stream-fog nozzle with 300 feet of one-inch fire hose, with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; nozzle discharge rating of six to 20 gallons per minute; a pump capable of delivering a minimum of 23 gallons per minute at 145 to 175 psi at sea level; power unit for pump shall have fuel for at least two hours operation, with ample transport available for immediate and safe movement of tank over roads serving the contract area; and shall be in good working order; pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. The water tank truck or trailer shall be either self propelled or able to be towed by a rubber-tired skidder, a 4x4 rubber tired farm truck tractor, or a crawler tractor. If not self propelled, the towing equipment shall be capable of towing the water tank truck or trailer to

the area where needed. The towing tractor and portable water tank truck or trailer shall be conveniently located to the work areas and staged within the work area limits.

- F.8 The CONTRACTOR shall develop a notification and delivery system such that if a fire occurs, the water tank truck or trailer can be quickly and efficiently mobilized to the fire site and effectively operated to suppress the fire.
- F.9 In the event a water tank truck or trailer is not immediately available, the CONTRACTOR shall provide a portable (off road) compressed air foam dispensing (CAD), Class A fire suppression system as an acceptable substitute. All other additional emergency fire precautions shall apply. The CAD system shall meet the following minimum requirements:
- F.9.1 30 gallon capacity with 20:1 expansion ratio
 - F.9.2 100 feet of 1 inch hose.
 - F.9.3 Horizontal range of 50 feet.
 - F.9.4 100 psi nozzle.
 - F.9.5 5 minutes sustained use.
- F.10 When the PAL level is D and if the conditions outlined below are complied with the CONTRACTOR may perform: dead tree felling, limbing, bucking, chipping, cable yarding, mechanized slash disposal, shovel logging operations, and use mechanized equipment with high-speed rotary head between the hours of 1 pm and 8 pm.
- F.11 The CONTRACTOR shall furnish a fire patrol person as described above for Level C for dead tree felling limbing, bucking and disposal and a safe distance behind each piece of subject equipment for other operations described above under Level D. One fire patrol person may oversee more than one operation if he or she is within 100 feet and in plain view of each operation. The fire patrol person's sole duty and responsibility shall be to prevent, detect, and suppress any fire at the work location. The fire patrol person shall perform continuous re-inspection of the day's previously treated area and shall be responsible to see that the local fire department assistance is requested immediately upon discovery of a fire.
- F.12 The CONTRACTOR shall furnish a ready to use portable water tank truck or trailer. The water tank truck or trailer shall meet the following minimum specifications: contain at least 300 gallons of water; a combination straight stream-fog nozzle with 300 feet of one-inch fire hose, with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; nozzle discharge rating of six to 20 gallons per minute; a pump capable of delivering a minimum of 23 gallons per minute at 145 to 175 psi at sea level; power unit for pump shall have fuel for at least two hours operation, with ample transport available for immediate and safe movement of tank over roads serving the contract area; and shall be in good working order; pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. The water tank truck or trailer shall be either self propelled or able to be towed by a rubber-tired skidder, a 4x4 rubber tired farm truck tractor, or a crawler tractor. If not self propelled, the towing equipment shall be capable of towing the water tank truck or trailer to the area where needed. The towing tractor and portable water tank truck or trailer shall be immediately available and conveniently located within 1/4 mile (or closer if specified) of each operation or piece of subject equipment described above under level D. The

CONTRACTOR shall develop a notification and delivery system such that if a fire occurs, the water tank truck or trailer can be quickly and efficiently mobilized to the fire site and effectively operated to suppress the Fire.

- F.13 In the event a water tank truck or trailer is not immediately available, the CONTRACTOR shall provide a portable (off road) compressed air foam dispensing (CAD), Class A fire suppression system as an acceptable substitute. All other additional emergency fire precautions shall apply. The CAD system shall meet the following minimum requirements:
- F.13.1 30 gallon capacity with 20:1 expansion ratio
 - F.13.2 100 feet of 1 inch hose.
 - F.13.3 Horizontal range of 50 feet.
 - F.13.4 100 psi nozzle.
 - F.13.5 5 minutes sustained use.
- F.14 When the PAL level is Ev operations are allowed between daylight and 8 pm provided the CONTRACTOR meets the same fire precautions restrictions and requirements as at level D; however, no steel tracked-mounted equipment shall be operated.
- F.15 When the PAL Level is E the CONTRACTOR may service equipment at landings, engage in dust abatement, load trucks at landings and leave work area; however the CONTRACTOR must meet the same fire precautions restrictions and requirements as at level D.

**EXHIBIT B
PAYMENT PROVISIONS**

Man Hour Labor Rate for:

Basic Mobile & Logging Equipment (Included operator cost for each equipment)	Availability for use by Contractor or alternate supplier	Hourly Rate	EMERGENCY Hourly Rate
4-wheeled drive climbing truck with covered container capable of hauling and dumping chips and towing a chipper.	X	\$57.40	\$74.75
2-wheeled drive truck with boom and bucket, covered container capable of hauling and dumping chips and towing a chipper.	X	\$109.25	\$142.03
Skidder with an attached cable winch.	X	\$115.00	\$149.50
"Skid Steer"-bobcat type tractor or equivalent.	X	\$115.00	\$149.50
Log Loader with truck to haul off logs.	X	\$126.50	\$164.45
Self loading log truck.	X	\$138.00	\$179.40
Small capacity cable logging system. (optional)	X	\$345.00	\$448.50

Hourly Labor Rate for:

RATE

Grounds person/Choker-Setter
 Faller
 Equipment Operator
 Foreman
 Traffic Control

\$ 26.45
 \$ 57.50
 \$ 41.40
 \$ 41.40
 \$ 26.45

EMERGENCY HOURLY

\$ 38.18
 \$ 86.25
 \$ 62.10
 \$ 62.10
 \$ 38.18

EXHIBIT B CON'T
Additional Equipment/Rates Cost Sheet

Equipment	Availability for use by Contractor or alternate supplier	Hourly Rate	Emergency Hourly Rate
MORBARK 4600 HORIZONTAL GRINDER TRACK MODEL: The custom built Morbark 4600 self propelled whole tree grinder has a 42 inch capability. It has a one of a kind remote controlled thrower installed on the rear that throws grindings in a 180 degree arc over 250 feet.	X	\$500.00	\$552.50
CAT 322 B PROCESSOR: Equipped with a FAE UMM/EX125 Mastication Head, Waratah Processor, Pierce log grapple, Jewell Rotating brush grapple and complete forestry package.	X	\$200.00	\$260.00
TIMBERJACK 2628 FELLER BUNCHER: The Timberjack 2628 was custom built for Forestry applications, in particular to meet the needs of the San Bernardino National Forest. It is equipped with a custom built 60 inch mastication head. It also included a Korring Waterous 16 inch Feller Buncher and a custom built Jewell rotating brush grapple.	X	\$225.00	\$292.50
CAT 977 TRACK LOADER: Equipped with custom brush grapple/rake, GP bucket and log forks.	X	\$150.00	\$162.50
CHAMPION 6X6 36A MOTOR GRADER: With a 14 foot Moldboard, Scarfier and 12 foot Snowplow.	X	\$180.00	\$234.00
CAT D6D Dozer: With dozer blade, 30 ton winch and arch.	X	\$132.00	\$143.00
3 ACLE CLASS 8 AUTO CAR TRUCK TRACTOR OR 5 TON 6X6 TRUCK TRACTOR WITH 24' END DUMP TRAILER	X	\$85.00	\$110.50
5 TON 6X6 DUMP TRUCK	X	\$75.00	\$97.50
VERMEER 1600A CHIPPER	X	\$124.00	\$161.20

SERVICE AGREEMENT

for

EMERGENCY AND NON-EMERGENCY TREE SERVICES

between

COUNTY OF RIVERSIDE

and

PACIFIC SLOPE TREE COOPERATIVE, INC



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This Agreement, made and entered into this ____ day of September, 2010, by and between Pacific Slope Tree Cooperative, Inc, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of eight (8) pages at the prices stated in Exhibit B, Payment Provisions, consisting of two (2) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

1.5 This Agreement shall be awarded to four CONTRACTORS, the primary CONTRACTOR shall mean West Coast Arborists, Inc, secondary CONTRACTOR shall mean Stand Dynamics LLC, tertiary CONTRACTOR shall mean Pacific Slope Tree Company, and quaternary CONTRACTOR shall mean Sullivan Logging Company, Inc. The jobs will be awarded based on lowest price, and in ascending order from primary, to secondary, tertiary, and then quaternary, and based on each CONTRACTOR's availability.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through September 27, 2011, with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. CONTRACTOR understands that the COUNTY's budget for these services from ALL CONTRACTORS providing such services, shall not exceed the aggregate amount with the four awarded CONTRACTORS of seven hundred and fifty thousand dollars (\$750,000) per year, and this contract shall not exceed one hundred thousand dollars (\$100,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Tree services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Fire
PO Box 2097
Idyllwild, CA 92549

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FPARC-98802-003-09/11); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b). Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination;
- and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of CONTRACTOR

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent CONTRACTOR

The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or

direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose

other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Fire
PO Box 2097
Idyllwild, CA 92549

County of Riverside
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Pacific Slope Tree Company
28200 McCall Park Road
Mountain Center, CA 92561

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than

two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

22.4 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

CONTRACTOR:

Pacific Slope Tree Company
POBox426/28200 McCall Park Road
Mountain Center, CA 92561

Signature: Marion Ashley

Signature: Josh Whitney

Print Name: MARION ASHLEY

Print Name: Josh Whitney

Title: CHAIRMAN, BOARD OF SUPERVISORS

Title: Owner

Dated: OCT 05 2010

Dated: 9-16-10

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 9/21/10

ATTEST:
KECIA HARPER-IHEM, Clerk
By: Kallie Barton
DEPUTY

OCT 05 2010 3:18

**EXHIBIT A
SCOPE OF SERVICE**

Primary, Secondary, Tertiary, and Quaternary Ranking Order of CONTRACTORS:

Primary CONTRACTOR shall mean West Coast Arborists, Inc

Secondary CONTRACTOR shall mean Stand Dynamics LLC

Tertiary CONTRACTOR shall mean Pacific Slope Tree Company

Quaternary CONTRACTOR shall mean Sullivan Logging Company

Each CONTRACTOR will be contacted by COUNTY Fire (RVC) for the removal of fell and dead, dying and live trees, cleanup of pre-existing logs, slash, and debris, trim trees or other arboricultural /environmental mitigation services. If the Primary CONTRACTOR is unable to respond or fulfill County Fire's requirements, the Secondary CONTRACTOR may then be contacted, then the third, and finally the fourth CONTRACTOR. The ranking of job orders will be in ascending order.

The following scope of activities shall be the responsibility of CONTRACTOR:

1.1 Estimates

Estimates may be required for these projects and will be based upon the CONTRACTOR's rates for their listed equipment. All estimates will be in itemized form, listing the number of hours for all equipment/laborers and their respective totals, and a total estimate cost. These estimates will be revisable between county contract administrators and the CONTRACTOR, if such circumstances should arise. All revisions will be documented by the CONTRACTOR and submitted to the county for their approval.

1.2 Licensing Requirements

Selected CONTRACTORS will be required to have a Licensed Timber Operator (LTO) "A" license and a California State License Board (CSLB), C27 "Landscaping CONTRACTOR" or a C61 "Limited Specialty"-D49, "Tree Service" license.

1.3 Description of Services

CONTRACTOR will be required to fell and remove dead, dying and live trees, cleanup of pre-existing logs, slash, and debris, trim trees or other arboricultural /environmental mitigation services as required by the County. CONTRACTOR may be required to perform tree work in semi-emergency conditions; therefore, be available to respond to work within a 2 hour notice. The 2 hour notice component of this contract is at the discretion of the County and will be decided on a case by case basis. Prior to beginning any time and material project, the CONTRACTOR will provide a supervisor who has authority to negotiate with a County contract administrator. The supervisor and County administrator will discuss and negotiate an hourly time frame, number of personnel, and type of equipment needed that each project will require for completion.

1.4 General

These guide specifications are intended to convey the County's minimum requirements for tree abatement services; which are in compliance with all codes, regulations, and agencies having jurisdiction. CONTRACTOR will be required to have, at a minimum, the tools, and equipment listed in Section 1.12, page 19-20 of this agreement for each crew. A man hour labor rate for services shall be submitted by each prospective bidder. In addition, each prospective bidder shall submit an hourly rate for the mobile and logging equipment list Section 1.13, page 20 of this agreement. Travel time

to and from a project site will not be paid. The LTO will need to submit a qualification package with all mobile and logging equipment that is available for hire with hourly rates. The mobile and logging equipment rate will include an operator and all costs of operating equipment (fuel, lubricants, and maintenance). Wood disposal fees are to be directly and separately invoiced from the hourly rates at the conclusion of any project. The LTO selection process will be awarded by competitive bid; however, RVC reserves the right to select other than the low-bid CONTRACTOR if it is determined that the low-bid CONTRACTOR cannot meet the performance specifications for the contract at the bid price. RVC may select one or more LTO's for this contract.

1.5 Requirements for Tree Felling and Fuels Removal

The work shall be accomplished through the following methods:

- a) Felling of identified trees and fuel which may be located in close proximity to any and all property of others including but not limited to structures and other improvements.
- b) CONTRACTOR shall be responsible to evacuate all individuals not associated with the felling of trees from the area where any tree or part of a tree may fall.
- c) CONTRACTOR shall make every effort to move or have the owners move all mobile personal property from the area where a tree or part of a tree may fall.
- d) CONTRACTOR shall, by use of tape or cones or other methods approved by the Contract Administrator, mark off the area where a tree or part of a tree may fall in a manner sufficient to alert individuals that may come upon the work area during the felling operation.
- e) If the tree(s) to be felled are close enough to any roadway, either private or public, such that the tree or part of the tree could fall upon the roadway, CONTRACTOR shall, through the use of flagmen, cones or other approved means effectively block traffic from any risk of being hit by a falling tree or parts of a tree. If the work to be performed is more of a fuel reduction nature, such as brush removal or slash, and not necessarily standing trees or a combination of the two, the same protection measures shall apply.
- f) Limbing the felled tree(s).
- g) Bucking the felled tree(s) into lengths short enough to allow the CONTRACTOR to move the logs off the property or, if approved, into an area on the property suitable for tarping.
- h) Removal of all logs and limb-wood of eight (8) inch or greater diameter to approved locations or destinations within seven days after cutting. Tarping on site, in lieu of removal, must be approved by the Contract Administrator in writing.
- i) Chipping or other approved disposal of all material smaller than eight (8) inch diameter.

1.6 Scheduling

The CONTRACTOR is advised that certain inconveniences may be encountered. The work shall be so planned and executed in such a manner as to keep disruption of County Business to a minimum. Complete cooperation between the CONTRACTOR and the County will be necessary to expedite the work with the least amount of interference or delay. No portion of work shall begin without the CONTRACTOR giving notice and obtaining approval from the County.

1.7 Requirements Prior To and Concurrent With Tree Felling and Fuels Treatment

CONTRACTOR shall ensure that all applicable portions of the current California Forest Practice Rules are complied with for all operations. This includes, but is not limited to: protecting archeological sites, protecting threatened and endangered species/habitat and watercourse protection. The current lifting of the requirement for filing the appropriate Timber Harvest Plan documents is only in effect for the duration of the governor's emergency declaration.

1.8 Invoices

All invoices shall contain the following:

- a) Printed on a company letterhead style document.
- b) County Fire's project number.
- c) County Fire's service call number.
- d) Project name and location.
- e) Date of service.
- f) Date of completion.
- g) CDF/RVC Inspector's name.
- h) An itemized list of equipment used on the project with the number of hours and their totals.
- i) CONTRACTOR's invoice number.
- j) Signature of an authorized company representative and his/her title.
- k) Invoice total.
- l) Grinding receipt totals and attached originals of receipts.

1.9 Fire Prevention

The work required by this contract has a high risk for starting a fire due to equipment being used near dry combustible wood and debris. During hot weather with low humidity, this risk is intensified. The US Forest Service uses an index (or decision support system) known as Project Activity Levels (PAL, see Section 1.15, page 20-24 of agreement) to reduce the risk of CONTRACTOR operations starting a fire. The PAL system also allows for mitigations in some cases to allow work to continue during higher risk periods. The CONTRACTOR will be required to comply with the PAL system and reduce or suspend work on this contract in accordance with the PAL system and the prohibited activities at each level. The bids for this contract need to factor in the effect of possible PAL restrictions during the performance time of the contract. See Section 1.15, page 20-24 of agreement for more information on the PAL system. RVC may at its discretion waive or amend some or all of these requirements on a case by case basis if there are public safety concerns regarding any particular time and material project.

1.10 Safety

CONTRACTOR shall be solely and completely responsible for condition of the premises on which the work is performed and for safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously. CONTRACTOR shall conform to all governing safety regulations.

1.11 Quality Assurance

The CONTRACTOR shall use an adequately number of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.

1.12 REQUIRED TOOLS AND EQUIPMENT LIST

- a) All required OSHA safety and personal protective equipment.
- b) Climbing Chain saw.
- c) Chain saw with minimum 30 inch bar.

- d) Bull rope and other required rigging for technical tree work.
- e) Climbing rope with saddle harness.
- f) Assorted chain saw maintenance tools.
- g) Assorted axes, wedges, hand saws, pole and hand pruners, rakes, brooms, leaf blowers and other associated tools commonly used in the tree care industry.
- h) Transportation to and from job site for personnel and equipment.

1.13 MOBILE & LOGGING EQUIPMENT LIST

- a) 4-wheeled drive climbing truck with covered container capable of hauling and dumping chips and towing a chipper.
- b) 2-wheeled truck with boom and bucket, covered container capable of hauling and dumping chips and towing a chipper.
- c) Skidder with attached cable winch.
- d) "Skid Steer"- bobcat tractor or equivalent.
- e) Log Loader with Truck to haul off logs.
- f) Self loading log truck

1.14 Optional Logging Equipment List

- a) Tracked-type masticator or equivalent.
- b) Logging helicopter.
- c) Extendable boom style crane.
- d) Small capacity cable logging system.
- e) Other optional equipment. (Please list on separate sheet of paper).

1.15 PROJECT ACTIVITY LEVELS (PAL)

- A. Work as required by the contract documents.
- B. Furnish Fire Patrol. When mechanized equipment with high-speed rotary head is utilized, the Fire Patrol shall remain in the operational area until 8:00 p.m., unless otherwise agreed in writing.
- C. The following operations are prohibited from 1 p.m. until 8 p.m. local time.
 - C.1 Dead tree felling, limbing, or bucking except recently dead trees.
 - C.2 Operating high speed rotary head equipment.
 - C.3 Blasting.
- D. The following operations are prohibited from 1 p.m. until 8 p.m. local time:
 - D.1 Tractor, skidder, feller-buncher (without high speed rotary head), forwarder, chipper or shovel logging operations.
 - D.2 Cable yarding with gravity operated logging systems employing non-motorized carriages when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.
 - D.3 Mechanized loading and hauling, except log trucks already at the landing.
 - D.4 Hand felling green or recently dead material.
 - D.5 Power saw use at landings.

- D.6 Welding or cutting of metal except by special permit.
- D.7 Any other spark-emitting operation except by special permit.
- D. The following operations are prohibited:
 - D.8 Blasting between hours of 10 a.m. and 8 p.m.
 - D.9 Cable yarding except as stated above.
 - D.10 Mechanized operations for felling (with high speed rotary head), bucking, and limbing.
 - D.11 Felling dead material.
 - D.12 Road clearing and pioneering in uncleared areas.
 - D.13 Mechanized slash disposal.
- E. All following activities may operate:
 - E.1 Hauling and loading of logs decked at landings.
 - E.2 Equipment at approved sites may be serviced.
 - E.3 Roads: Dust abatement or rock aggregate installation (does not include pit development)
 - E.4 Chainsaw operation associated with loading
 - E.5 All other operations may continue until 1:00 PM local time when CONTRACTOR and Forest Service agree to variance.
- E. Operations are prohibited except as provided for below in item E6 below:
 - E.6 Trucks at landing may be loaded and can leave area.
 - E.7 Equipment at landings may be serviced.
 - E.8 Roads: dust abatement or rock/aggregate installation.
- F. Operations prohibited.
 - F.1 The CONTRACTOR shall conform to the limitations or requirements of the Project Activity Level (PAL) obtained from the Forest Service or provided by RVC before starting work each day. As practicable, the predicted activity levels shall be obtained from the Forest Service and utilized to plan and determine the following day's activity levels by 4:00 pm each afternoon. If the PAL is not available from the Forest Service, RVC will be responsible to provide this information to the CONTRACTOR. The activity level may be changed at any time if, in the judgment of RVC the fire danger is higher or lower than predicted. The decision to change the activity level and when to change the activity level are within the discretion of RVC.
 - F.2 The fire hazard conditions are expected to be high during the duration of the project. The CONTRACTOR shall comply with all rules pertaining to fire protection outlined in the California Public Resources Code 4428. The CONTRACTOR shall have on site the following Fire Tools or Equipment for each personnel vehicle, tractor or other heavy equipment on site:
 - F.2.1 One ax or Pulaski with a 36 inch handle.
 - F.2.2 One round point shovel. (Length to be not less than 46 inches)
 - F.2.3 One fully charged fire extinguisher U. L. rated at 2-A: 10- BC
 - F.3 The CONTRACTOR shall have on site a sealed fire box. This sealed fire box will contain a 5 gallon water filled backpack pump, two axes or two Pulaski with a 36 inch handles two McLeod fire tools and a sufficient number of shovels for each employee at project site. A

shovel or fire extinguisher must be kept within 25 feet from each chain saw when used off cleared landing areas. Fire extinguishers shall be of the type and size set forth in the California Public Resources Code Section 4431. Internal combustion engines shall be equipped with spark arresters or mufflers per California Public Resources Code Section 4442.

- F.4 In order to provide additional fire protection and to allow the CONTRACTOR to work when the PAL level would otherwise require a reduction in or a shutdown of the CONTRACTORs operations, additional fire precautions and equipment may be required by the CONTRACTOR. Prior to suspending work, RVC will work with the CONTRACTOR on ways to mitigate the hazard through the use of additional on-site firefighting equipment and personnel beyond the existing contract requirements. PAL applicable to this project shall be for Fuel Model G, National Fire Danger Rating System, and Remote Automated Weather Station (RAWS).
- F.5 When the PAL level is B and if mechanized equipment with high-speed rotary head is utilized, the CONTRACTOR shall furnish a fire patrol consisting of one person with a filled 5 gallon backpack pump and a shovel or McLeod. The fire patrol person's sole duty and responsibility shall be to prevent, detect, and suppress any fire at the work location. The fire patrol person shall perform continuous re-inspection of the day's previously treated area and shall be responsible to see that the local fire department assistance is requested immediately upon discovery of a fire.
- F.6 When the PAL level is C and if the conditions outlined below are complied with the CONTRACTOR may perform dead tree felling, limbing, bucking and use mechanized equipment with high-speed rotary head between the hours of 1 pm and 8 pm. The CONTRACTOR shall furnish a fire patrol for each location (within 100 feet) where dead tree felling, limbing, bucking, and disposal or brush removal is occurring. The fire patrol person shall have a shovel or McLeod in addition to a filled 5 gallon backpack pump. The fire patrol person's sole duty and responsibility shall be to prevent, detect, and suppress any fire at the work location. The fire patrol person shall perform continuous re-inspection of the day's previously treated area and shall be responsible to see that the local fire department assistance is requested immediately upon discovery of a fire.
- F.7 The CONTRACTOR shall furnish a ready to use portable water tank truck or trailer. The water tank truck or trailer shall meet the following minimum specifications: contain at least 300 gallons of water; a combination straight stream-fog nozzle with 300 feet of one-inch fire hose, with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; nozzle discharge rating of six to 20 gallons per minute; a pump capable of delivering a minimum of 23 gallons per minute at 145 to 175 psi at sea level; power unit for pump shall have fuel for at least two hours operation, with ample transport available for immediate and safe movement of tank over roads serving the contract area; and shall be in good working order; pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. The water tank truck or trailer shall be either self propelled or able to be towed by a rubber-tired skidder, a 4x4 rubber tired farm truck tractor, or a crawler tractor. If not self propelled, the towing equipment shall be capable of towing the water tank truck or trailer to

- the area where needed. The towing tractor and portable water tank truck or trailer shall be conveniently located to the work areas and staged within the work area limits.
- F.8 The CONTRACTOR shall develop a notification and delivery system such that if a fire occurs, the water tank truck or trailer can be quickly and efficiently mobilized to the fire site and effectively operated to suppress the fire.
- F.9 In the event a water tank truck or trailer is not immediately available, the CONTRACTOR shall provide a portable (off road) compressed air foam dispensing (CAD), Class A fire suppression system as an acceptable substitute. All other additional emergency fire precautions shall apply. The CAD system shall meet the following minimum requirements:
- F.9.1 30 gallon capacity with 20:1 expansion ratio
 - F.9.2 100 feet of 1 inch hose.
 - F.9.3 Horizontal range of 50 feet.
 - F.9.4 100 psi nozzle.
 - F.9.5 5 minutes sustained use.
- F.10 When the PAL level is D and if the conditions outlined below are complied with the CONTRACTOR may perform: dead tree felling, limbing, bucking, chipping, cable yarding, mechanized slash disposal, shovel logging operations, and use mechanized equipment with high-speed rotary head between the hours of 1 pm and 8 pm.
- F.11 The CONTRACTOR shall furnish a fire patrol person as described above for Level C for dead tree felling limbing, bucking and disposal and a safe distance behind each piece of subject equipment for other operations described above under Level D. One fire patrol person may oversee more than one operation if he or she is within 100 feet and in plain view of each operation. The fire patrol person's sole duty and responsibility shall be to prevent, detect, and suppress any fire at the work location. The fire patrol person shall perform continuous re-inspection of the day's previously treated area and shall be responsible to see that the local fire department assistance is requested immediately upon discovery of a fire.
- F.12 The CONTRACTOR shall furnish a ready to use portable water tank truck or trailer. The water tank truck or trailer shall meet the following minimum specifications: contain at least 300 gallons of water; a combination straight stream-fog nozzle with 300 feet of one-inch fire hose, with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; nozzle discharge rating of six to 20 gallons per minute; a pump capable of delivering a minimum of 23 gallons per minute at 145 to 175 psi at sea level; power unit for pump shall have fuel for at least two hours operation, with ample transport available for immediate and safe movement of tank over roads serving the contract area; and shall be in good working order; pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. The water tank truck or trailer shall be either self propelled or able to be towed by a rubber-tired skidder, a 4x4 rubber tired farm truck tractor, or a crawler tractor. If not self propelled, the towing equipment shall be capable of towing the water tank truck or trailer to the area where needed. The towing tractor and portable water tank truck or trailer shall be immediately available and conveniently located within 1/4 mile (or closer if specified) of each operation or piece of subject equipment described above under level D. The

CONTRACTOR shall develop a notification and delivery system such that if a fire occurs, the water tank truck or trailer can be quickly and efficiently mobilized to the fire site and effectively operated to suppress the Fire.

- F.13 In the event a water tank truck or trailer is not immediately available, the CONTRACTOR shall provide a portable (off road) compressed air foam dispensing (CAD), Class A fire suppression system as an acceptable substitute. All other additional emergency fire precautions shall apply. The CAD system shall meet the following minimum requirements:
- F.13.1 30 gallon capacity with 20:1 expansion ratio
 - F.13.2 100 feet of 1 inch hose.
 - F.13.3 Horizontal range of 50 feet.
 - F.13.4 100 psi nozzle.
 - F.13.5 5 minutes sustained use.
- F.14 When the PAL level is Ev operations are allowed between daylight and 8 pm provided the CONTRACTOR meets the same fire precautions restrictions and requirements as at level D; however, no steel tracked-mounted equipment shall be operated.
- F.15 When the PAL Level is E the CONTRACTOR may service equipment at landings, engage in dust abatement, load trucks at landings and leave work area; however the CONTRACTOR must meet the same fire precautions restrictions and requirements as at level D.

**EXHIBIT B
PAYMENT PROVISIONS**

Man Hour Labor Rate for:

Basic Mobile & Logging Equipment (Included operator cost for each equipment)	Availability for use by Contractor or alternate supplier	Hourly Rate	Emergency Hourly Rate
4-wheeled drive climbing truck with covered container capable of hauling and dumping chips and towing a chipper.	X	\$85.00	\$115.00
2-wheeled drive truck with boom and bucket, covered container capable of hauling and dumping chips and towing a chipper.	N/A	N/A	N/A
Skidder with an attached cable winch.	Underdog Timber Falling, Inc	\$100.00	\$135.00
"Skid Steer"-bobcat type tractor or equivalent.	X	\$75.00	\$100.00
Log Loader with truck to haul off logs.	Underdog Timber Falling, Inc	\$100.00	\$135.00
Self loading log truck.	X	\$110.00	\$140.00
Small capacity cable logging system. (optional)	N/A	N/A	N/A
Other optional equipment. Please list any additional equipment/rates on a separate sheet of	N/A	N/A	N/A

Hourly Labor Rate for:

EMERGENCY HOURLY

RATE

Grounds person/Choker-Setter	\$ <u>45.00</u>	\$ <u>60.00</u>
Faller (with all required equipment)	\$ <u>80.00</u>	\$ <u>105.00</u>
Equipment Operator	\$ <u>55.00</u>	\$ <u>75.00</u>
Foreman	\$ <u>55.00</u>	\$ <u>75.00</u>
Traffic Control	\$ <u>55.00</u>	\$ <u>75.00</u>

EXHIBIT B CON'T
Additional Equipment/Rates Cost Sheet

Equipment	Availability for use by Contractor or alternate supplier	Hourly Rate	Emergency Hourly Rate
Rear wheel drive chipping truck w/covered container capable of hauling and dumping chips and towing a shipper ('01 Int'l 4600, '01 Vermeer 1800) Hourly rate included both truck and chipper (18" capacity chipper)	X	\$90.00	\$120.00
Self loading log truck w/50 yard capacity dump box ('06 Int'l 7500)	X	\$110.00	\$140.00
Rear wheel drive boom/lift truck w/bucket/ 75' working height ('06 Int'l 4300) (rear mount, both booms over center)	X	\$100.00	\$135.00
4 wheel drive boom/lift truck w/2 buckets. 60' working height ('90 GMC Topick)	X	\$100.00	\$135.00
4 Wheel drive dump truck, stakeside ('09 Ford F350)	X	\$75.00	\$100.00
Truck crane, 23 ton lift capacity, 140' reach ('97 Ford Louisville/United Truck Crane model 2250JBT)	X	\$120.00	\$200.00
Water trailer, 500 gallon tank, pump, hose reel. US Forest Service's specs	X	\$70.00	\$95.00
Wheeled masticator, 130 hp, 16,000lbs ('06 Mustang 2109 w/ Fecon BH 74 Head)	X	\$175.00	\$230.00

SERVICE AGREEMENT

for

EMERGENCY AND NON-EMERGENCY TREE SERVICES

between

COUNTY OF RIVERSIDE

and

SULLIVAN LOGGING COMPANY, INC



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This Agreement, made and entered into this ____ day of September, 2010, by and between Sullivan Logging Company, Inc, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of eight (8) pages at the prices stated in Exhibit B, Payment Provisions, consisting of two (2) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

1.5 This Agreement shall be awarded to four CONTRACTORS, the primary CONTRACTOR shall mean West Coast Arborists, Inc, secondary CONTRACTOR shall mean Stand Dynamics LLC, tertiary CONTRACTOR shall mean Pacific Slope Tree Company, and quaternary CONTRACTOR shall mean Sullivan Logging Company, Inc. The jobs will be awarded based on lowest price, and in ascending order from primary, to secondary, tertiary, and then quaternary, and based on each CONTRACTOR's availability.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through September 27, 2011, with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. CONTRACTOR understands that the COUNTY's budget for these services from ALL CONTRACTORS providing such services, shall not exceed the aggregate amount with the four awarded CONTRACTORS of seven hundred and fifty thousand dollars (\$750,000) per year, and this contract shall not exceed one hundred thousand dollars (\$100,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Tree services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Fire
PO Box 2097
Idyllwild, CA 92549

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FPARC-98802-004-09/11); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. **Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. **Termination**

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination;
- and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of CONTRACTOR

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent CONTRACTOR

The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or

direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose

other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Fire
PO Box 2097
Idyllwild, CA 92549

County of Riverside
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Sullivan Logging Company, Inc
P.O Box 1382
Idyllwild, CA 92549

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than

two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

22.4 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

CONTRACTOR:

Sullivan Logging Company, Inc
54445 North Circle Drive, Suite E
Idyllwild, CA 92549

Signature: Marion Ashley

Signature: Morton Sullivan

Print Name: MARION ASHLEY

Print Name: Morton Sullivan

Title: CHAIRMAN, BOARD OF SUPERVISORS

Title: Owner

Dated: OCT 05 2010

Dated: September 3, 2010

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 9/21/10
NEAL R. KIPNIS DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
BY: [Signature]
DEPUTY

**EXHIBIT A
SCOPE OF SERVICE**

Primary, Secondary, Tertiary, and Quaternary Ranking Order of CONTRACTORS:

Primary CONTRACTOR shall mean West Coast Arborists, Inc

Secondary CONTRACTOR shall mean Stand Dynamics LLC

Tertiary CONTRACTOR shall mean Pacific Slope Tree Company

Quaternary CONTRACTOR shall mean Sullivan Logging Company

Each CONTRACTOR will be contacted by COUNTY Fire (RVC) for the removal of fell and dead, dying and live trees, cleanup of pre-existing logs, slash, and debris, trim trees or other arboricultural /environmental mitigation services. If the Primary CONTRACTOR is unable to respond or fulfill County Fire's requirements, the Secondary CONTRACTOR may then be contacted, then the third, and finally the fourth CONTRACTOR. The ranking of job orders will be in ascending order.

The following scope of activities shall be the responsibility of CONTRACTOR:

1.1 Estimates

Estimates may be required for these projects and will be based upon the CONTRACTOR's rates for their listed equipment. All estimates will be in itemized form, listing the number of hours for all equipment/laborers and their respective totals, and a total estimate cost. These estimates will be revisable between county contract administrators and the CONTRACTOR, if such circumstances should arise. All revisions will be documented by the CONTRACTOR and submitted to the county for their approval.

1.2 Licensing Requirements

Selected CONTRACTORS will be required to have a Licensed Timber Operator (LTO) "A" license and a California State License Board (CSLB), C27 "Landscaping CONTRACTOR" or a C61 "Limited Specialty"-D49, "Tree Service" license.

1.3 Description of Services

CONTRACTOR will be required to fell and remove dead, dying and live trees, cleanup of pre-existing logs, slash, and debris, trim trees or other arboricultural /environmental mitigation services as required by the County. CONTRACTOR may be required to perform tree work in semi-emergency conditions; therefore, be available to respond to work within a 2 hour notice. The 2 hour notice component of this contract is at the discretion of the County and will be decided on a case by case basis. Prior to beginning any time and material project, the CONTRACTOR will provide a supervisor who has authority to negotiate with a County contract administrator. The supervisor and County administrator will discuss and negotiate an hourly time frame, number of personnel, and type of equipment needed that each project will require for completion.

1.4 General

These guide specifications are intended to convey the County's minimum requirements for tree abatement services; which are in compliance with all codes, regulations, and agencies having jurisdiction. CONTRACTOR will be required to have, at a minimum, the tools, and equipment listed in Section 1.12, page 19-20 of this agreement for each crew. A man hour labor rate for services shall be submitted by each prospective bidder. In addition, each prospective bidder shall submit an hourly rate for the mobile and logging equipment list Section 1.13, page 20 of this agreement. Travel time

to and from a project site will not be paid. The LTO will need to submit a qualification package with all mobile and logging equipment that is available for hire with hourly rates. The mobile and logging equipment rate will include an operator and all costs of operating equipment (fuel, lubricants, and maintenance). Wood disposal fees are to be directly and separately invoiced from the hourly rates at the conclusion of any project. The LTO selection process will be awarded by competitive bid; however, RVC reserves the right to select other than the low-bid CONTRACTOR if it is determined that the low-bid CONTRACTOR cannot meet the performance specifications for the contract at the bid price. RVC may select one or more LTO's for this contract.

1.5 Requirements for Tree Felling and Fuels Removal

The work shall be accomplished through the following methods:

- a) Felling of identified trees and fuel which may be located in close proximity to any and all property of others including but not limited to structures and other improvements.
- b) CONTRACTOR shall be responsible to evacuate all individuals not associated with the felling of trees from the area where any tree or part of a tree may fall.
- c) CONTRACTOR shall make every effort to move or have the owners move all mobile personal property from the area where a tree or part of a tree may fall.
- d) CONTRACTOR shall, by use of tape or cones or other methods approved by the Contract Administrator, mark off the area where a tree or part of a tree may fall in a manner sufficient to alert individuals that may come upon the work area during the felling operation.
- e) If the tree(s) to be felled are close enough to any roadway, either private or public, such that the tree or part of the tree could fall upon the roadway, CONTRACTOR shall, through the use of flagmen, cones or other approved means effectively block traffic from any risk of being hit by a falling tree or parts of a tree. If the work to be performed is more of a fuel reduction nature, such as brush removal or slash, and not necessarily standing trees or a combination of the two, the same protection measures shall apply.
- f) Limbing the felled tree(s).
- g) Bucking the felled tree(s) into lengths short enough to allow the CONTRACTOR to move the logs off the property or, if approved, into an area on the property suitable for tarping.
- h) Removal of all logs and limb-wood of eight (8) inch or greater diameter to approved locations or destinations within seven days after cutting. Tarping on site, in lieu of removal, must be approved by the Contract Administrator in writing.
- i) Chipping or other approved disposal of all material smaller than eight (8) inch diameter.

1.6 Scheduling

The CONTRACTOR is advised that certain inconveniences may be encountered. The work shall be so planned and executed in such a manner as to keep disruption of County Business to a minimum. Complete cooperation between the CONTRACTOR and the County will be necessary to expedite the work with the least amount of interference or delay. No portion of work shall begin without the CONTRACTOR giving notice and obtaining approval from the County.

1.7 Requirements Prior To and Concurrent With Tree Felling and Fuels Treatment

CONTRACTOR shall ensure that all applicable portions of the current California Forest Practice Rules are complied with for all operations. This includes, but is not limited to: protecting archeological sites, protecting threatened and endangered species/habitat and watercourse protection. The current lifting of the requirement for filing the appropriate Timber Harvest Plan documents is only in effect for the duration of the governor's emergency declaration.

1.8 Invoices

All invoices shall contain the following:

- a) Printed on a company letterhead style document.
- b) County Fire's project number.
- c) County Fire's service call number.
- d) Project name and location.
- e) Date of service.
- f) Date of completion.
- g) CDF/RVC Inspector's name.
- h) An itemized list of equipment used on the project with the number of hours and their totals.
- i) CONTRACTOR's invoice number.
- j) Signature of an authorized company representative and his/her title.
- k) Invoice total.
- l) Grinding receipt totals and attached originals of receipts.

1.9 Fire Prevention

The work required by this contract has a high risk for starting a fire due to equipment being used near dry combustible wood and debris. During hot weather with low humidity, this risk is intensified. The US Forest Service uses an index (or decision support system) known as Project Activity Levels (PAL, see Section 1.15, page 20-24 of agreement) to reduce the risk of CONTRACTOR operations starting a fire. The PAL system also allows for mitigations in some cases to allow work to continue during higher risk periods. The CONTRACTOR will be required to comply with the PAL system and reduce or suspend work on this contract in accordance with the PAL system and the prohibited activities at each level. The bids for this contract need to factor in the effect of possible PAL restrictions during the performance time of the contract. See Section 1.15, page 20-24 of agreement for more information on the PAL system. RVC may at its discretion waive or amend some or all of these requirements on a case by case basis if there are public safety concerns regarding any particular time and material project.

1.10 Safety

CONTRACTOR shall be solely and completely responsible for condition of the premises on which the work is performed and for safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously. CONTRACTOR shall conform to all governing safety regulations.

1.11 Quality Assurance

The CONTRACTOR shall use an adequately number of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.

1.12 REQUIRED TOOLS AND EQUIPMENT LIST

- a) All required OSHA safety and personal protective equipment.
- b) Climbing Chain saw.
- c) Chain saw with minimum 30 inch bar.

- d) Bull rope and other required rigging for technical tree work.
- e) Climbing rope with saddle harness.
- f) Assorted chain saw maintenance tools.
- g) Assorted axes, wedges, hand saws, pole and hand pruners, rakes, brooms, leaf blowers and other associated tools commonly used in the tree care industry.
- h) Transportation to and from job site for personnel and equipment.

1.13 MOBILE & LOGGING EQUIPMENT LIST

- a) 4-wheeled drive climbing truck with covered container capable of hauling and dumping chips and towing a chipper.
- b) 2-wheeled truck with boom and bucket, covered container capable of hauling and dumping chips and towing a chipper.
- c) Skidder with attached cable winch.
- d) "Skid Steer"- bobcat tractor or equivalent.
- e) Log Loader with Truck to haul off logs.
- f) Self loading log truck

1.14 Optional Logging Equipment List

- a) Tracked-type masticator or equivalent.
- b) Logging helicopter.
- c) Extendable boom style crane.
- d) Small capacity cable logging system.
- e) Other optional equipment. (Please list on separate sheet of paper).

1.15 PROJECT ACTIVITY LEVELS (PAL)

- A. Work as required by the contract documents.
- B. Furnish Fire Patrol. When mechanized equipment with high-speed rotary head is utilized, the Fire Patrol shall remain in the operational area until 8:00 p.m., unless otherwise agreed in writing.
- C. The following operations are prohibited from 1 p.m. until 8 p.m. local time.
 - C.1 Dead tree felling, limbing, or bucking except recently dead trees.
 - C.2 Operating high speed rotary head equipment.
 - C.3 Blasting.
- D. The following operations are prohibited from 1 p.m. until 8 p.m. local time:
 - D.1 Tractor, skidder, feller-buncher (without high speed rotary head), forwarder, chipper or shovel logging operations.
 - D.2 Cable yarding with gravity operated logging systems employing non-motorized carriages when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.
 - D.3 Mechanized loading and hauling, except log trucks already at the landing.
 - D.4 Hand felling green or recently dead material.
 - D.5 Power saw use at landings.

- D.6 Welding or cutting of metal except by special permit.
- D.7 Any other spark-emitting operation except by special permit.
- D. The following operations are prohibited:
 - D.8 Blasting between hours of 10 a.m. and 8 p.m.
 - D.9 Cable yarding except as stated above.
 - D.10 Mechanized operations for felling (with high speed rotary head), bucking, and limbing.
 - D.11 Felling dead material.
 - D.12 Road clearing and pioneering in uncleared areas.
 - D.13 Mechanized slash disposal.
- E. All following activities may operate:
 - E.1 Hauling and loading of logs decked at landings.
 - E.2 Equipment at approved sites may be serviced.
 - E.3 Roads: Dust abatement or rock aggregate installation (does not include pit development)
 - E.4 Chainsaw operation associated with loading
 - E.5 All other operations may continue until 1:00 PM local time when CONTRACTOR and Forest Service agree to variance.
- E. Operations are prohibited except as provided for below in item E6 below:
 - E.6 Trucks at landing may be loaded and can leave area.
 - E.7 Equipment at landings may be serviced.
 - E.8 Roads: dust abatement or rock/aggregate installation.
- F. Operations prohibited.
 - F.1 The CONTRACTOR shall conform to the limitations or requirements of the Project Activity Level (PAL) obtained from the Forest Service or provided by RVC before starting work each day. As practicable, the predicted activity levels shall be obtained from the Forest Service and utilized to plan and determine the following day's activity levels by 4:00 pm each afternoon. If the PAL is not available from the Forest Service, RVC will be responsible to provide this information to the CONTRACTOR. The activity level may be changed at any time if, in the judgment of RVC the fire danger is higher or lower than predicted. The decision to change the activity level and when to change the activity level are within the discretion of RVC.
 - F.2 The fire hazard conditions are expected to be high during the duration of the project. The CONTRACTOR shall comply with all rules pertaining to fire protection outlined in the California Public Resources Code 4428. The CONTRACTOR shall have on site the following Fire Tools or Equipment for each personnel vehicle, tractor or other heavy equipment on site:
 - F.2.1 One ax or Pulaski with a 36 inch handle.
 - F.2.2 One round point shovel. (Length to be not less than 46 inches)
 - F.2.3 One fully charged fire extinguisher U. L. rated at 2-A: 10- BC
 - F.3 The CONTRACTOR shall have on site a sealed fire box. This sealed fire box will contain a 5 gallon water filled backpack pump, two axes or two Pulaski with a 36 inch handles two McLeod fire tools and a sufficient number of shovels for each employee at project site. A