

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323  
John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director



## REQUEST FOR BIDS

### ON-CALL HAZARD TREE ASSESSMENT SERVICES FOR THE COUNTY OF PLUMAS, CALIFORNIA

September 15, 2022

#### INTRODUCTION

The Plumas County Department of Public Works will accept bids from qualified firms to provide on-call Hazard Tree Assessment Services consistent with Federal Emergency Management Agency's (FEMA), and other Federal, State, and local regulations.

The term of the contract will be for a maximum of three (3) years from the date of contract execution or a maximum compensation of Forty-five Thousand dollars and No Cents (\$45,000). Qualified individuals or firms shall be a ISA Board Certified Arborist (with Tree Risk Assessment Qualification-TRAQ) or a Registered Professional Forester qualified pursuant to California Public Resources Code Section 752.

The project contract shall include a base contract, with the specific scope of work identified and established in the future through issuance of a contract task order. Contract task orders will be based upon negotiated number of hours number of travel necessary to complete an assessment of a tree or a set of trees. The scope of work during the term of the contract will include on-call Hazard Tree Assessment services to be performed for the Department of Public Works and all divisions, departments and special districts managed by the Department of Public Works.

Bids should be titled, "**On-Call Hazard Tree Assessment Services.**"

The entire "Request For Bids," including instructions for submittal, is available during normal business hours from Plumas County, Department of Public Works, 1834 East Main Street, Quincy, CA 95971; Telephone: (530) 283-6268; E-Mail: [markcrews@countyofplumas.com](mailto:markcrews@countyofplumas.com) The entire "Request For Bids" is also available via internet at the Department's web page, accessible via the Plumas County internet home page at: <http://www.countyofplumas.com/bids.aspx>

#### BACKGROUND

Plumas County is situated in northeastern California at the northern boundary of the Sierra Nevada mountain range and southern boundary of the Cascade Range. Each year, Plumas County, through its Department of Public Works, maintains approximately 680 miles of County roads depending on available funding sources. The removal of hazardous trees is one such activity that may occur during the maintenance of said County roads. The County has been devastated by multiple wildfires over the last 5

years and much of the work involved with this request for bids will be the assessment of wildland fire-damaged trees.

### **SCOPE OF WORK**

The Scope of Services for this RFB requires an understanding of Hazard Tree Assessment protocols per Federal, State and local regulations. The County intends to execute at least one on-call contract for these services and no more than three contracts, depending upon responses received, forecasted needs over the next three years and anticipated funding.

Section 4-9.2 of the Plumas County Code defines a Hazard Tree as a damaged or unhealthy tree that in the professional opinion of an Arborist and/or Forester has been so severely damaged by fire, disease, weather, accident, etc. that its structural integrity is compromised that it A) when located on private parcels, poses an imminent danger of falling onto a public parcel or public right-of-way or B) when located on County parcels or right-of ways poses an imminent danger of falling within the County parcel or right-of-way or onto an adjacent private parcel.

### **LICENSING AND REQUIREMENTS**

Personnel assigned to the assessment of a hazardous tree shall be an ISA Board Certified Arborist (with Tree Risk Assessment Qualification-TRAQ) or a Registered Professional Forester qualified pursuant to California Public Resources Code Section 752.

### **DELIVERABLES**

- a) Tree Assessment Report will generally be grouped by location (road right-of-way and milepost or by parcel number for trees involving. The consultant will receive a Task Orders request for the scope of work for a hazard tree assessment as they arise. The consultant and the Department will negotiate the cost of the requested task order scope. A contract amendment will be executed for each Tree Assessment Report requested by the County.

### **CONTRACT MANAGEMENT FOR THIS REQUEST FOR RFB**

The primary point of contact for firms interested in submitting a bid for this Request for Bids is Mark Crews, Engineering Technician, Plumas County Department of Public Works, 1834 East Main Street; Quincy, CA 95971. Submitters may contact Mark Crews, Engineering Technician via email at markcrews@countyofplumas.com for any questions about this Request for Bids. During the course of this process involving the request for bids and their review, the decision(s) of the Director of Public Works shall be final, except that the decision of the Board of Supervisors in regard to contract award shall be final.

### **ANTICIPATED SCHEDULE**

The evaluation of submittals is expected to proceed under the following schedule:

RFB is available for Public Distribution	Thursday, September 15, 2022
Final Date for Inquiries to the Public Works Department for Written Clarification of Request for Bids	Friday, September 30, 2022 at 4:00 p.m.
Bids are due	Wednesday, October 5, 2022 at 3:00 PM at 1834 E. Main Street, Quincy, CA 95971
Draft Services Agreement agreed to between Consultant and County acceptable to Director of Public Works	Friday, October 7, 2022
Draft Agreement approved as to form by County Counsel	Friday, October 21, 2022
Final Agreement considered by the Board of Supervisors	Tuesday, November 1, 2022

### **PROPOSAL FORMAT & REQUIREMENTS**

The proposal shall include, at a minimum, the following information presented in a clear and concise format. Information provided should demonstrate the Proposer’s competence and professional qualification for the satisfactory performance of the services outlined in the “Scope of Services” in this Request for Bids.

1. **Document Format:**

The bid is to include a cover letter and a completed and signed bid form.

2. **Cover Letter:**

Please include a cover letter describing you or your firm’s interest and commitment to providing services. Please be sure to include your name, address, phone, fax, and email, if available. The person authorized by the firm to negotiate a contract with the County must sign the cover letter. Address the cover letter to:

**Mark Crews  
Plumas County Dept. of Public Works  
1834 East Main Street, Quincy, CA 95971  
RE: RFB Hazard Tree Assessment Services**

3. **Qualifications and Experience:**

The proposal should provide a resume(s) with qualifications and experience of the proposed team that will be available for providing the requested services, including a list of all appropriate licenses and certificates with license numbers and expiration dates.

4. References:

Provide at least three (3) client references (names and current phone numbers) from recent work (previous three years maximum) similar to this scope of services. Include a brief description of each project associated with the references.

5. Bids:

Three (3) copies of the bid package are due at the Plumas County Department of Public Works no later than the time and date specified elsewhere in this RFB. Late or facsimile proposals will not be accepted.

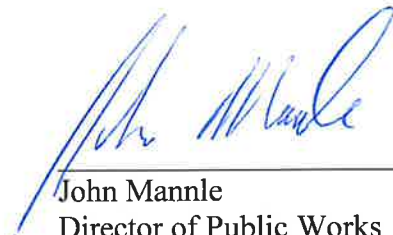
**GENERAL INFORMATION**

1. The County reserves the right to reject any and all submittals.
2. The proposals and this RFB shall jointly become part of the "Services Agreement" for this work when said agreement is fully executed by the lowest responsible bidder and the County of Plumas.
3. The lowest responsible bidder will maintain required professional licenses and registration during the life of the contract with the County.
4. The lowest responsible bidder acknowledges that its compensation for any given work task may originate from state and/or federal sources. The lowest responsible bidder agrees to comply with all applicable terms of state and federal laws and regulations related to such funds. The lowest responsible bidder agrees to execute any additional documentation, including amendments to the Services Agreement that may be required to comply with such state and federal laws and regulations.

**SUBMITTAL**

Bids submitted for the requested services described above should meet the following criteria to be considered for this project:

The bid should be submitted in a sealed envelope, clearly marked with the bidder's name and address. The phrase, "**ON-CALL HAZARD TREE ASSESSMENT SERVICES**" should be marked on the sealed envelope.

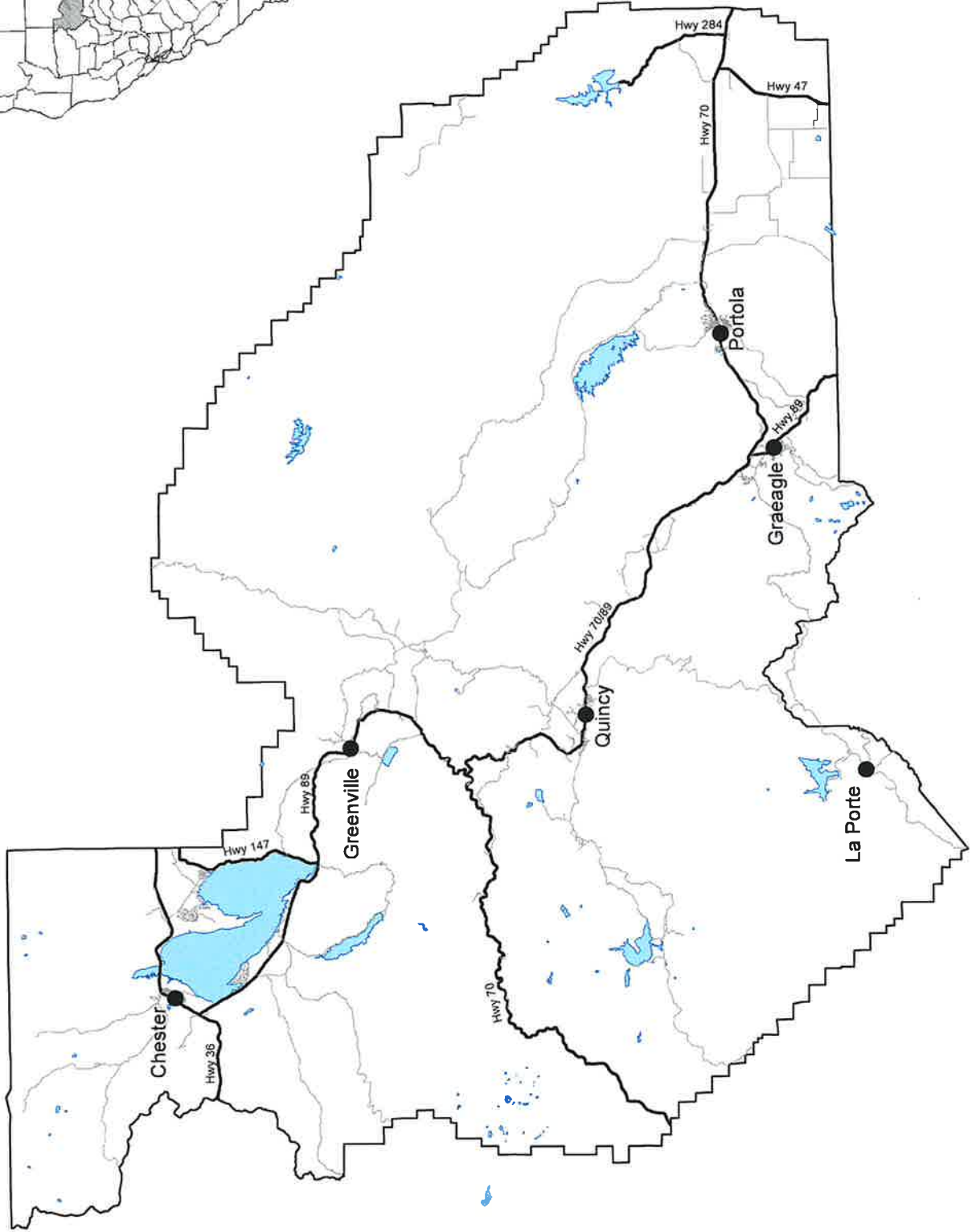


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John Mannle  
Director of Public Works  
Plumas County, California

**Attachments:**

- **Location Map of the County of Plumas, California**
- **Bid Form**
- **Standard County Services Agreement (for reference).**



**2022 ON-CALL HAZARD TREE ASSESSMENT SERVICES  
Bid Form**

Bid Item	For Fiscal Year 22/23 ending on June 30, 2023	For Fiscal Year 23/24 ending on June 30, 2024	For Fiscal Year 24/25 ending on June 30, 2025	For Fiscal Year 25/26 ending on Contract End Date TBD
<u>Hourly Rate for Certified Arborist</u>  <u>(submit one for each fiscal year)</u>				
<u>Hourly Rate for Registered Forester</u>  <u>(submit one for each fiscal year)</u>				

Enter rates for all positions that apply to you or your firm. Enter a rate for each Fiscal Year. The maximum compensation for contracts executed for this proposal will be \$45,000. The maximum term contracts executed for this proposal will be three years. Internal Revenue Service mileage reimbursement rates apply to this contract. Starting July 1, 2022, the IRS changed the rates to 62.5 cents. IRS changes to the mileage reimbursement rate will be applied to the contract for work in subsequent fiscal years.

Name & Address of BIDDER: (Please Print)

\_\_\_\_\_ (Please include your Business Card)  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_ Title:  
 \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its [**Name of Department**] (hereinafter referred to as "County"), and \_\_\_\_\_, a \_\_\_\_\_ [Form of Entity, e.g., "a California corporation" or "an individual"] (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
3. **Term.** The term of this agreement shall be from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_, unless terminated earlier as provided herein.

County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from [date of start of contract] to the date of approval of this Agreement by the Board of Supervisors. Ratification Language if needed

4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding



conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

[Name of Department]

County of Plumas

[Street address]

[City, state, zip]

Attention: [Name of contact person/official]

Contractor:

[Name]

[Street address]

[City, state, zip]

Attention: [Name of contact person/official]

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

**CONTRACTOR:**

[Name], a [type of Entity]

By: \_\_\_\_\_

Name:

Title:

Date signed:

By: \_\_\_\_\_

Name:

Title:

Date signed:

**COUNTY:**

County of Plumas, a political subdivision of the State of California

By: \_\_\_\_\_

Name:

Title:

Date signed:

By: \_\_\_\_\_

Name:

Title:

Date signed:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Plumas County Counsel

*[Note with respect to Contractor signatures: Individuals shall sign on their own behalf. A general partner must sign on behalf of any partnership.]*

*IMPORTANT: With respect to corporations, we need you to follow one of the following two procedures:*

*(1) Under Corporations Code Section 313, we need two signatures, one from each of these two categories:*

- A. Chairman of the Board, the President or any Vice President; and*
- B. The Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

*Unfortunately, President and VP are insufficient, as they are both from category 1. President and Secretary, though, would work, as would Vice President and CFO, as examples. Moreover, if one person*

*holds offices in each of the two categories (e.g., “Joe Smith, VP and CFO”), then that person’s single signature would suffice.*

*(2) An alternative procedure would be to obtain from Contractor a copy of the resolution from its Board of Directors that states who at the company has authority to sign for different types of transactions, and then verify that the person executing this Agreement has authority to do so. For a larger corporation, this is the more likely procedure, and any well-run corporation will have this document ready to give to you upon request.]*

**EXHIBIT A**

**Scope of Work**



**EXHIBIT B**  
**Fee Schedule**

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS\_\_\_\_