

## 2019 CHIPPING SERVICES

### PLUMAS COUNTY FIRE SAFE COUNCIL COMMUNITY CHIPPING PROGRAM

Contract # 19-XX-289

PLUMAS CORPORATION ("PC")  
47 TRILOGY WAY  
P.O. BOX 3880  
QUINCY, CA. 95971

**CHIPPING OPERATOR** ("CONTRACTOR")  
Contactor Tax ID #: **XX-XXXXXXX**  
Contract Amount: \$**TBD**

## **Section 1: Services**

1.1 – **Project Identification**: **Contractor** shall chip green waste materials throughout Plumas County in accordance with a provided map and shall broadcast, pile, or haul chips in accordance with preferences indicated in the client list. If multiple landowners in a community have a preference for hauling, it is the responsibility of the landowners to provide a location within their community for disposal. For any individual location with more than 16 linear feet of material, **Contractor** will contact the landowner to ensure the additional material is intended for chipping, record the amount of time taken to chip the remaining material, and submit records to the PCFSC. **Contractor** shall be in communication with the Chipping Program Coordinator, Gary Parque, each day of operations to confirm location and progress. **Contractor** shall provide these services and shall also comply with general program guidelines/specifications set forth in other Attachments.

1.2 – **Timeliness**: **Contractor** shall provide services in a timely manner. Time is of the essence in this Agreement, and all work to be done hereunder shall be completed according to the attached schedule of performance. No expenses may be incurred after **October 31, 2019 (or 2021)**. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause which is beyond the reasonable control of the either party.

1.3 – **Independent Contractor**: **Contractor** shall be an independent contractor and shall not be an employee of **PC**. As an independent contractor, **Contractor** shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. **PC** shall have the right to control **Contractor** only insofar as the results of **Contractor**'s services are rendered. **PC** shall not have the right to control the means by which **Contractor** accomplishes those services. At all times during the term of this Agreement, **Contractor** shall be responsible for his/her own operating costs and expenses, property and income taxes, liability insurance, workers' compensation insurance and any other costs and expenses.

1.4 - **Qualifications, Licenses, Permits, Etc.**: **Contractor** represents and warrants to **PC** that **Contractor** has, and will keep in effect or obtain as required, all licenses, permits, and qualifications, of whatsoever nature that are legally required for **Contractor** to provide the required services. Failure of the **Contractor** to comply with this provision shall authorize the **PC** to immediately terminate this agreement notwithstanding Section 2.

1.5 – **No Unauthorized Work**: **Contractor** shall not perform any work outside the scope of this agreement, and as authorized by **PC**, without express prior **written** permission. **Contractor** shall not engage in separate contracts with landowners being served by Plumas Corporation and the Plumas County Fire Safe Council during the term of this contract.

## **Section 2: Term of Contract**

This Contract is effective upon execution by all parties and terminates on **October 31, 2019 (or**

2021).

### **Section 3: Payment**

3.1 – Payment: **PC** shall pay **Contractor** for services rendered pursuant to this Agreement. The payments specified in this section shall be the only payment made to **Contractor** for services rendered pursuant to this Agreement. **Contractor** will not receive any proceeds from wood product delivery including, but not limited to, fire wood, chips or saw logs.

3.2 – Base Contract Fee: **PC** shall pay **Contractor** a total contract fee not to exceed **\$TBD** during the term of this Agreement, based on a daily rate of **\$TBD**. Irrespective of the daily rate, **Contractor** obligates to complete all the homeowner lots assigned to them for the **Not to Exceed** amount above. Failure to do so will result in the withholding of sufficient funds from the contract to secure services to complete the work. Any changes to the **Not to Exceed** amount will be authorized by a written contract amendment signed by **PC** and **Contractor**. **Payments shall be made upon successful completion of each community group.**

This contract is funded by the CAL FIRE State Responsibility Area (SRA) Fire Prevention fund. These funds are administered through a contract with Plumas Corporation. Invoices will be submitted to CAL FIRE as soon as received by Plumas Corporation. **Contractor must be prepared to carry expenses through the time required for CAL FIRE reimbursement to Plumas Corporation, including all applicable interest charges.** It is expected that payment can be made within 90 days of invoice(s) submittal. All efforts will be made by Plumas Corporation to expedite payment; however, no interest will be paid on overdue payments.

3.3- Authorization Required: Services performed by **Contractor** and not authorized by this Agreement, as presently written or as may be amended in writing by the parties, shall not be paid for by **PC**.

#### 3.4 - Responsible Parties

The Project Coordinator for the **PCFSC** shall be:

Hannah Hepner  
PO Box 1225, Quincy CA 95971  
530-283-3739

The Contract Officer for **Plumas Corporation** shall be:

Jim Wilcox  
PO Box 3880, Quincy CA 95971  
530-283-3739

Invoices shall be submitted to:  
Wendy DeOcampo  
PO Box 3880, Quincy CA 95971  
530-283-3739

The representative for **Contractor** shall be:

#### **Section 4: Insurance**

4.1 - At all times during the term of this contract, **Contractor** shall provide and maintain, at its own expense, (1) Workers' Compensation Insurance conforming to California statutory requirements; (2) comprehensive professional liability and personal injury insurance written on an "occurrence" basis subject to minimum limits of \$2,000,000.00 each person and \$2,000,000.00 each occurrence; (3) medical expense coverage of no less than \$5,000 per person; (4) general and completed operations insurance subject to minimum limits of \$4,000,000.00; (5) general property damage insurance subject to a minimum of \$1,000,000.00 with not more than a \$10,000.00 deductible each loss; and (6) loggers' broadform property damage insurance of \$1,000,000.00 per occurrence. All liability insurance coverage shall provide that subcontractors working for **Contractor** are covered under the terms of **Contractor's** policies. All insurance shall meet the approval of **PC**, and all policies evidencing said insurance shall provide for thirty days' written notice to **PC** in the event of cancellation or material change. A Certificate of Insurance showing evidence of insurance coverage as specified herein shall be furnished to **PC** prior to commencement of **Contractor's** operations.

#### **Section 5: Contract Items**

1. **Contractor** will chip green waste piles that comply with PCFSC program guidelines:

**To ensure that your piles are chipped:**

- Build neat piles with all cut ends facing toward the street
- Build piles in areas that can be easily accessed with a truck
- Locate piles on level ground, or on the uphill side of the road, outside of drainages
- Make sure that your piles contain **no** rocks, metal, mud, poison oak, scotch broom, vines, blackberries, or building materials
- Include only materials that are **longer than 3 feet in length**
- "Loose" piles are preferable to tightly packed material

**Our program is NOT able to chip:**

- Roots or decaying wood
- Pine cones
- Pine needles, leaves, yard clippings, lumber or other waste
- Piles that are over 4 feet high or built over standing vegetation
- Large diameter materials that will not fit through the chipper opening – please cut material that cannot be easily compacted so that it is no wider than 12”
- Short pieces that will endanger the chipper operators
- Piles that were constructed with mechanical assistance (i.e. with a tractor)

### **Recitals and Acknowledgements by Contractor**

**Contractor** is the owner and in control of the necessary tools, implements, equipment and personnel for chipping and other related activities necessary to comply with the terms of this agreement.

**Contractor** will furnish at its sole expense all necessary equipment, transportation, materials, supervision, and labor that may be required, or used to execute this agreement, except as expressly agreed to in writing with the parties.

All of the work performed by **Contractor** shall be in a thoroughly workman like manner.

**Contractor** shall not suffer or permit and shall promptly remove or discharge any lien to arise or be effective with respect to any green waste hauled and disposed of hereunder for any reason whatsoever.

**Contractor** shall be held responsible for failure on part of **Contractor** or employees, agents, or assigns to comply with all instructions of **PC** or with all terms, conditions, and provisions of the contract or any and all instructions issued to **Contractor** by representatives of **PC**. If, in the opinion of **Contractor**, it has been issued instructions by **PC** conflicting with any of the terms, provisions, and conditions of the agreements, **Contractor** shall immediately notify **PC** of such fact, and **PC** shall interpret the conflicting terms, provisions, or conditions and **Contractor** agrees to abide by **PC**'s decision thereof.

**Contractor** shall be responsible for adhering to all federal, state, county, and local laws rules and regulations governing the hauling of green waste and the operation of portable diesel fired engines.

**Contractor** shall strictly enforce with all its agents and employees, “No Smoking” regulations throughout the operation. **No smoking shall be permitted during the fire hazard season, except in safe locations and approved by homeowner.** **Contractor** shall comply with any other regulations as to fire prevention, including, but not limited to the location of fire tools and any other equipment that may be required by Forest Service or State Department of Forestry.

**Contractor** agrees to make every reasonable effort to control and extinguish every fire immediately when its existence comes to **Contractor's** knowledge without waiting instructions from a forester, warden, or ranger, and shall continue until such fire is extinguished.

**Standard Clauses and provisions are included below and by this reference incorporated herein:**

**Worker's Compensation Clause**

**Contractor** agrees to comply with provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, before commencing the performance of the work under this Contract. **Contractor** and subcontractors need to be made aware of this provision and determine whether they have complied with it before commencing work on the project. Volunteer laborers are exempt from the worker's compensation provision of the California Labor Code.

**Nondiscrimination Clause**

During the performance of the Contract, **Contractor** and its subcontractors shall not deny the Contract's benefit to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. **Contractor** shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. **Contractor** and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the regulations promulgated there under (California Administrative Code, Title 2 Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Section 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

**Contractor** shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the Contract.

**Contractor** and its subcontractors shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency, upon reasonable notice, at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Agency shall require to ascertain compliance with this clause. **Contractor's** signature on this contract shall constitute a certification under the penalty of perjury under the laws of the State of California that **Contractor** has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

### **Hold Harmless**

**Plumas Corporation** and **Contractor** agree to mutually hold harmless **Contractor** and **Plumas Corporation**, their agents or employees and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability due or incident to, either in whole or in part, and whether directly or indirectly, related to the project resulting from any and all contractors, subcontractors, material, men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by **Contractor** or **Plumas Corporation** in the performance of this contract, except all claims due to willful negligence or fraud. The hold harmless damages shall include damages from floods, fires or other Acts of Nature, as well as, any upstream or downstream effects.

### **Compliance with Laws, Regulations, Permit Requirements**

**Contractor** shall at all times comply with, and require its subcontractors to comply with, all applicable federal and State laws, rules and regulations, permit and all applicable local ordinances, specifically including but not limited to environmental, procurement and safety laws, rules, regulations, permits and ordinances.

### **Successors and Assigns**

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Contract or any part hereof, rights hereunder or interest herein by **Contractor** shall be valid unless and until it is approved by **Plumas Corporation**.

### **Audit Requirement**

Pursuant to Government Code Section 10532, the contracting parties shall be subject to the examination and audit of the State and the State Auditor General for a period of three years after final payment under this Contract with respect to all matters connected with the performance of this Contract, including but not limited to the cost of administering this Contract. All records of **Contractor** and its subcontractors shall be preserved for this purpose for at least three years after completion of the project.

### **Remedies Not Exclusive**

The use by either party of any remedy specified herein for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

### **Amendments**

This Contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by **Contractor**

for amendments must be in writing stating the amendment request and the reason for the request.

**Waiver of Rights**

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Contract unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Contract shall not be deemed to be a waiver with respect to any other rights or matters.

**Notices**

All notices that are required either expressly or by implication to be given by one party to the other under this Contract shall be signed for **Plumas Corporation** or for **Contractor** by such officers as from time to time may be authorized in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed, postage paid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

**For Plumas Corporation**

PO Box 3880  
Quincy, CA 95971  
Tel: (530) 283-3739  
Attn: Jim Wilcox

**For Chipping Operator**

**Execution**

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Date

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Jim Wilcox, Executive Director  
Plumas Corporation

Date